

LeClairRyan

A Professional Corporation

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Attorneys for Plaintiff, Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SUPER 8 WORLDWIDE, INC., formerly	:	
known as SUPER 8 MOTELS, INC., a South	:	
Dakota Corporation,	:	
	:	Civil Action No. 14-
Plaintiff,	:	
v.	:	COMPLAINT
	:	
JJC CORPORATION, a Virginia corporation;	:	
and RAJENDRA PATEL, an individual,	:	
	:	
Defendants.	:	
	:	

Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc., by its attorneys, LeClairRyan, complaining of defendants JJC Corporation and Rajendra Patel, says:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc. (“SWI”), is a corporation organized and existing under the laws of the State of South Dakota, with its principal place of business in Parsippany, New Jersey.

2. Defendant JJC Corporation (“JJC”), on information and belief, is a corporation organized and existing under the laws of the State of Virginia, with its principal place of business at 7940 Shore Drive, Norfolk, Virginia 23518.

3. Defendant Rajendra Patel (“Patel”), on information and belief, is a principal of JJC and a citizen of the State of Virginia, having an address at 7940 Shore Drive, Norfolk, Virginia 23518.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the plaintiff and both defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.

5. This Court has personal jurisdiction over JJC by virtue of, among other things, section 17.4 of the March 16, 1999 franchise agreement by and between JJC and SWI (the “Franchise Agreement”), described in more detail below, pursuant to which JJC has consented “to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey”

6. This Court has personal jurisdiction over Patel by virtue of, among other things, the terms of a guaranty (the “Guaranty”), described in more detail below, pursuant to which Patel acknowledged that he was personally bound by section 17 of the Franchise Agreement.

7. Venue is proper in this District pursuant to section 17.4 of the Franchise Agreement, inasmuch as that provision contains an express waiver by JJC of any objection to venue in this District.

ALLEGATIONS COMMON TO ALL COUNTS

The Agreements Between The Parties

8. On or about March 16, 1999 SWI entered into the Franchise Agreement with JJC for the operation of a 74-room Super 8® guest lodging facility located at 7940 Shore Drive, Norfolk, Virginia 23518, designated as Super 8® Site No. 03845-87722-02 (the “Facility”). A true copy of the Franchise Agreement is attached hereto as Exhibit A.

9. Pursuant to section 5 of the Franchise Agreement, JJC was obligated to operate a Super 8® guest lodging facility for a twenty-year term.

10. Pursuant to section 7 and Schedule C of the Franchise Agreement, JJC was required to make certain periodic payments to SWI for royalties, system assessments, taxes, interest, reservation system user fees, and other fees (collectively, “Recurring Fees”).

11. Pursuant to section 7.3 of the Franchise Agreement, JJC agreed that interest is payable “on any past due amount payable to [SWI] under this [Franchise] Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.”

12. Pursuant to section 3.9 of the Franchise Agreement, JJC was required to prepare and submit monthly reports to SWI disclosing, among other things, the amount of gross

room revenue earned by JJC at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to SWI.

13. Pursuant to section 3.9 of the Franchise Agreement, JJC agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.9 and 4.8 of the Franchise Agreement, JJC agreed to allow SWI to examine, audit, and make copies of the entries in these books, records, and accounts.

14. Pursuant to section 11.2 of the Franchise Agreement, SWI could terminate the Franchise Agreement, with notice to JJC, for various reasons, including JJC's (a) failure to pay any amount due SWI under the Franchise Agreement, (b) failure to remedy any other default of its obligations or warranties under the Franchise Agreement within 30 days after receipt of written notice from SWI specifying one or more defaults under the Franchise Agreement, and/or (c) receipt of two or more notices of default under the Franchise Agreement in any one year period, whether or not the defaults were cured.

15. Pursuant to section 12.1 of the Franchise Agreement, JJC agreed that, in the event of a termination of the Franchise Agreement pursuant to section 11.2, it would pay liquidated damages to SWI in accordance with a formula specified in the Franchise Agreement.

16. Pursuant to section 17.4 of the Franchise Agreement, JJC agreed that the non-prevailing party would "pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this [Franchise] Agreement or collect amounts owed under this [Franchise] Agreement."

17. Effective as of the date of the Franchise Agreement, Patel provided SWI with a Guaranty of JJC's obligations under the Franchise Agreement. A true copy of the Guaranty is attached hereto as Exhibit B.

18. Pursuant to the terms of the Guaranty, Patel agreed, among other things, that upon a default under the Franchise Agreement, he would "immediately make each payment and perform or cause [JJC] to perform, each unpaid or unperformed obligation of [JJC] under the [Franchise] Agreement."

19. Pursuant to the terms of the Guaranty, Patel agreed to pay the costs, including reasonable attorneys' fees, incurred by SWI in enforcing its rights or remedies under the Guaranty or the Franchise Agreement.

The Defendants' Defaults and Termination

20. Beginning in 2012, JJC repeatedly failed to meet its financial obligations to SWI, in breach of its obligations under the Franchise Agreement.

21. By letter dated April 25, 2012, a true copy of which is attached hereto as Exhibit C, SWI advised JJC that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$82,843.78 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

22. By letter dated June 18, 2012, a true copy of which is attached hereto as Exhibit D, SWI advised JJC that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$93,023.61 in outstanding Recurring Fees, (b) it had 10 days within which to

cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

23. By letter dated August 14, 2012, a true copy of which is attached hereto as Exhibit E, SWI advised JJC that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$110,532.24 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

24. By letter dated November 20, 2012, a true copy of which is attached hereto as Exhibit F, SWI advised JJC that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$120,095.05 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

25. By letter dated December 31, 2012, a true copy of which is attached as Exhibit G, SWI terminated the Franchise Agreement effective December 31, 2012 and advised JJC that it was required to pay to SWI as liquidated damages for premature termination the sum of \$148,000.00 as required under the Franchise Agreement, and all outstanding Recurring Fees through the date of termination.

FIRST COUNT

26. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 25 of the Complaint.

27. Pursuant to sections 3.9 and 4.8 of the Franchise Agreement, JJC agreed to allow SWI to examine, audit, and make copies of JJC's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

28. The calculation of the monetary amounts sought by SWI in this action is based on the gross room revenue information supplied to SWI by JJC and, to the extent there has been non-reporting, SWI's estimate as to the gross room revenue earned by JJC.

29. The accuracy of this estimate cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from JJC.

WHEREFORE, SWI demands judgment ordering that JJC account to SWI for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility from the inception through the date of termination of the Franchise Agreement.

SECOND COUNT

30. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 29 of the Complaint.

31. By letter dated December 31, 2012, SWI terminated the Franchise Agreement effective December 31, 2012 due to JJC's repeated failure to meet its financial obligations to SWI, in breach of its obligations under the Franchise Agreement.

32. Section 12.1 of the Franchise Agreement provides that, in the event of termination of the Franchise Agreement due to action of the Franchisee, JJC shall pay liquidated damages to SWI within 30 days of termination.

33. As a result of the termination of the Franchise Agreement, JJC is obligated to pay SWI liquidated damages in the amount of \$148,000.00, as calculated pursuant to section 12.1 of the Franchise Agreement.

34. Notwithstanding SWI's demand for payment, JJC has failed to pay SWI the liquidated damages as required in section 12.1 of the Franchise Agreement.

35. SWI has been damaged by JJC's failure to pay liquidated damages.

WHEREFORE, SWI demands judgment against JJC for liquidated damages in the amount of \$148,000.00, together with interest, attorneys' fees, and costs of suit.

THIRD COUNT

36. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 35 of the Complaint.

37. By virtue of the premature termination of the Franchise Agreement, SWI sustained a loss of future revenue over the remainder of the twenty-year term of the Franchise Agreement.

38. If the Court determines that JJC is not liable to pay SWI liquidated damages as required by section 12.1 of the Franchise Agreement then, in the alternative, JJC is liable to SWI for actual damages for the premature termination of the Franchise Agreement.

39. SWI has been damaged by JJC's breach of its obligation to operate a Super 8® guest lodging facility for the remaining term of the Franchise Agreement.

WHEREFORE, SWI demands judgment against JJC for actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit.

FOURTH COUNT

40. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 39 of the Complaint.

41. Pursuant to section 7 and Schedule C of the Franchise Agreement, JJC was obligated to remit Recurring Fees to SWI.

42. Despite its obligation to do so, JJC failed to remit certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$162,542.39.

43. JJC's failure to remit the agreed Recurring Fees constitutes a breach of the Franchise Agreement and has damaged SWI.

WHEREFORE, SWI demands judgment against JJC for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$162,542.39, together with interest, attorneys' fees, and costs of suit.

FIFTH COUNT

44. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 43 of the Complaint.

45. At the time of the termination of the Franchise Agreement, JJC was obligated to pay SWI Recurring Fees.

46. Despite its obligation to do so, JJC failed to pay certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$162,542.39.

47. JJC's failure to compensate SWI constitutes unjust enrichment and has damaged SWI.

WHEREFORE, SWI demands judgment against JJC for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$162,542.39, together with interest, attorneys' fees, and costs of suit.

SIXTH COUNT

48. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 47 of the Complaint.

49. Pursuant to the terms of the Guaranty, Patel agreed, among other things, that upon a default under the Franchise Agreement, he would immediately make each payment and perform each obligation required of JJC under the Franchise Agreement.

50. Despite his obligation to do so, Patel has failed to make any payments or perform or cause JJC to perform each obligation required under the Franchise Agreement.

51. Pursuant to the Guaranty, Patel is liable to SWI for JJC's liquidated damages in the amount of \$148,000.00, or actual damages in an amount to be determined at trial,

and JJC's Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$162,542.39.

WHEREFORE, SWI demands judgment against Patel for all liquidated damages, or actual damages, and Recurring Fees due and owing under the Franchise Agreement, together with interest, attorneys' fees, and costs of suit .

LeClairRyan

Attorneys for Plaintiff,
Super 8 Worldwide, Inc.,
formerly known as Super 8 Motels, Inc.

By: 

BRYAN P. COUCH

Dated: 2/12/14

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

LeClairRyan

Attorneys for Plaintiff,
Super 8 Worldwide, Inc.,
formerly known as Super 8 Motels, Inc.

By: 

BRYAN P. COUCH

Dated: 2/12/14

EXHIBIT A

Location: Norfolk, Virginia
 Entity No. 87722
 Unit No.: 3845

SUPER 8 MOTELS, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), dated MARCH 16, 1999, is between SUPER 8 MOTELS, INC., a South Dakota corporation ("we", "our" or "us"), and JJC CORPORATION, a Virginia Corporation ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

This transaction involves the transfer of an existing Chain Facility at the Location first granted to American Economy Lodging, L.P., a South Dakota limited partnership ("Prior Franchisee") in a Franchise Agreement with us dated May 31, 1988 (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Franchisee under the Prior Agreement that is not paid or performed as of the date of this Agreement, including without limitation, the obligation to pay any unpaid Royalties, System Assessment Fees or other amounts due us and to correct any uncured defaults other than as expressly superseded by this Agreement.

1. **License.** We have the exclusive right to license and franchise to you the distinctive "Super 8" System for providing economy lodging motel services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. The License is effective only at the Location and may not be transferred or relocated. You will call the Facility a "Super 8 Motel" and you may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion.
2. **Protected Territory.** We will not own, operate, lease, manage, or license anyone but you to operate a Chain Facility of the same name (Super 8 Motel) in the "Protected Territory", defined in Appendix A, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any guest lodging facility other than the Facility in the Protected Territory (other than the Facility) unless we or our affiliate licenses the facility. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located with the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its franchise with us terminated or is not renewed. The Protected Territory fairly represents the Facility's trading area, and you acknowledge that. There are no express or implied territorial rights or agreements between the parties except as stated in this Section. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only.
3. **Your Improvement and Operating Obligations.** Your obligations to improve, operate and maintain the Facility are:

3.1 Improvements. You must select and acquire the Location and the Facility and acquire, equip and supply the Facility in accordance with System Standards for entering conversion facilities. You must begin improvement of the Facility no later than thirty (30) days after the Effective Date. The Facility must score 300 or fewer points (or equivalent) within ninety (90) days after the Effective Date. You must thereafter continue renovation and improvement of the Facility as the Punch List requires and pass any related quality assurance inspection within nine (9) months after the Effective Date. All improvements will comply with System Standards, any Approved Plans, Schedule B and any Punch List attached to this Agreement. Your general contractor or you must carry the insurance required under this Agreement during renovation. If you do not commence or complete the improvement of the Facility by the dates specified in this Section 3.1, or the Facility does not meet the post-transfer quality assurance inspection standard or complete the post-transfer improvements specified in the Punch List after the Effective Date, then we may, in our sole discretion, terminate this Agreement by giving written notice to you. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted.

3.2 Improvement Plans. You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to you or your lenders, contractors, employees, guests or others on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material modifications to or variations from the Approved Plans require our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

3.3 Opening. You may continue to identify the Facility as part of the System prior to completing the Improvement Obligation.

3.4 Operation. You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. If you do not manage the Chain Facility personally, you must employ a full-time general manager who will be dedicated solely to the Facility. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B, or to lease or subcontract any service or portion of the Facility only with our prior written consent, which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

3.5 Training. You or one of your principal owners will attend at our request, at your expense for travel, meals and lodging, and at a mutually convenient time, an orientation program of not more than 3 days held in our offices.

The Facility's general manager must attend the training program described in Section 4.1 even if you employ other managers for other Chain facilities who have already received such training. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay all travel, lodging, meals and compensation expenses of the people you send for training programs, tuition, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

3.6 Marketing. You will participate in System marketing programs, including the Directory and the Reservation System. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, out-dated or misleading advertising materials if we so request.

3.7 Governmental Matters. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings.

3.8 Inspections and Audits. You will permit our representatives to perform quality assurance inspections of the Facility and audit your financial and operating books and records (including tax returns), particularly those relating to the Facility and any related business, with or without prior notice of the inspection or audit. The inspections and audits will commence during normal business hours, although we may observe Facility operation and accounting activity at any time. You, the Facility staff and your other agents and employees will cooperate with our inspectors and auditors in the performance of their duties. You will pay us any underpayment of, and we will pay you or credit your Recurring Fee account for any overpayment of, Recurring Fees discovered by the audit. If the Facility does not pass an inspection, you refuse to cooperate with our inspectors or our auditors when they arrive for an audit at a time scheduled at least 3 business days in advance or the audit reveals that you paid us less than 97% of the correct amount of Recurring Fees for a fiscal year or longer, you will pay us the Audit Fee described in Section 4.8, or the reasonable costs of travel, lodging and meal expenses for reinspection and any reinspection fee we may impose. We may publish or disclose the results of quality assurance inspections.

3.9 Reports and Accounting. You will prepare and submit timely monthly reports containing the information we require about the Facility's performance during the preceding month. You will prepare and submit other reports and information about the Facility as we may reasonably request from time to time or in the System Standards Manual. You will prepare and maintain any reports required under the System Standards Manual in the Facility's property management or reservation computer system, including the name and address of Facility guests, if collected, and send them to us or allow us to access them by means of a telephone datalink. You will allow us access to the reports and data stored on the Facility's property management or reservation computer system via telephone, provided that we will not unreasonably interfere with normal functioning of the property management or reservation computer system. You will maintain accounting books and records in accordance with generally accepted accounting principles and the American Hotel & Motel Association Uniform System of Accounts for Hotels, as amended, subject to this Agreement and other reasonable accounting standards we may specify from time to time. You will prepare and submit to us if we so request your annual and semi-annual financial statements.

If your financial statements are audited, you will send us a copy of your audited statements if we ask for them.

3.10 Insurance. You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Super 8 Motels, Inc. and Cendant Corporation, its successors and assigns as additional insureds.

3.11 Conferences. You or your representative will attend each Chain conference and pay the System Conference Fee we set for the Chain franchisees, if and when we determine to hold a System conference. The Fee will be the same for all U.S. and Canadian facilities that we franchise. You will receive reasonable notice of a Chain conference.

3.12 Purchasing. You will purchase or obtain certain items we designate as proprietary or that bear Marks, such as signage, only from suppliers we approve. You may purchase any other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.13 Good Will. You will use reasonable efforts to protect, maintain and promote the name "Super 8 Motels" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in, conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners. You will refer any guest that the Facility cannot accommodate to the nearest Chain Facility unless and until the guest expresses a preference for a different lodging facility. You will participate in any Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities.

3.14 Credit Card Programs. You recognize that the Super 8 "VIP Card" credit card program is an integral part of the System. You will participate in the VIP Card program and other proprietary credit card programs we may require from time to time, subject to compliance with applicable law.

3.15 Facility Modifications. You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each additional guest room you may add to the Facility over 120 rooms. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.16 Courtesy Lodging. You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

4. Our Operating and Service Obligations. We will provide you with the following services and assistance:

4.1 Training. We will offer the orientation program described in Section 3.5. Between 30 days prior to the

your representative (usually the general manager) must complete, a training program to our satisfaction. The training program will not exceed three weeks in duration and will cover such topics as System Standards, services available from us, and operating a Chain Facility. We charge a tuition of \$250.00 for each manager trainee or other employee who attends the program. Any replacement general manager of the Facility must complete the training program within the time specified in the System Standards Manual. You must pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits. We may conduct additional mandatory or optional training for your employees, including, subject to the availability of our training personnel, an optional property opening orientation at the Facility. We may charge reasonable tuition for these additional programs. We may offer or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices. A portion of the Advertising and Reservation Fund proceeds, determined in our sole discretion, will be allocated to our training activities and related direct and indirect overhead expenses.

4.2 Reservation System. We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use System Assessment Fees as specified in Schedule C, allocated in our discretion from the Advertising and Reservation Fund, for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties. We will not offer to or accept from callers to our general consumer, toll-free telephone number in the United States reservations for any lodging facilities other than Chain Facilities. We may use funds in the Advertising and Reservation Fund to reimburse our reasonable direct and indirect costs, overhead or other expenses of operating the Reservation System.

4.3 Marketing.

4.3.1 We will use System Assessment Fees, allocated in our discretion from the Advertising and Reservation Fund, to promote public awareness and usage of Chain Facilities by implementing appropriate international, national, regional and local advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of System publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. System Assessment Fees may reimburse us or an affiliate for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement the Advertising and Reservation Fund or to advance funds to pay for System marketing activities. We do not promise that you or the Facility will benefit directly or proportionately from System marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We may, at our discretion, implement "group booking" programs created to encourage use of Chain Facilities for tours, conventions and the like, possibly for separate fees in addition to the System Assessment Fee, for any resulting group booking accepted at the Facility.

4.3.4 We will publish the Chain Directory. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this Agreement at the time we must arrange for publication. We may assess a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

4.4 **Purchasing.** We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 **The System.** We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

4.6 **Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on matters of Facility operation and marketing through our representatives.

4.7 **System Standards Manual and Other Publications.** We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain franchisees and all separate policy statements in effect from time to time.

4.8 **Inspections and Audits.** We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.8. You will pay us an "Audit Fee" of \$300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than \$500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

5. **Term.** The Term begins on the Effective Date and expires on the day prior to the twentieth anniversary of the Opening Date. Some of your duties and obligations will survive termination or expiration of this Agreement. You will execute and deliver to us with this Agreement a notarized Declaration of Franchise Agreement (the "Declaration") in recordable form. We will countersign and return one copy of the Declaration to you. We may, at our option, record the Declaration in the real property records of the county where the Facility is located. The Declaration will be released at your request and expense when this Agreement terminates or expires

and you perform your post-termination obligations. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

6. Application and Initial Fees. We have received from you a non-refundable Application Fee of \$1,000.00. You will pay us a non-refundable Initial Fee in the amount of \$20,000.00, when you sign this Agreement, which is fully earned when we sign this Agreement.

7. Recurring Fees, Taxes and Interest.

7.1 You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) 15 days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

7.1.1 A "Royalty" equal to five percent (5%) of Gross Room Sales of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 A "System Assessment Fee" as stated in Schedule C to be paid into the Advertising and Reservation Fund, accrues from the Opening Date until the end of the Term, including during suspension periods. Upon 60 days written notice, we may change the System Assessment Fee after the tenth anniversary of the Effective Date to cover costs as described in Schedule C or to cover the cost of additional services or programs for Chain Facilities. At our option, you will also pay or reimburse us for travel and other agent commissions paid for reservations at the Facility and other fees levied to pay for reservations for the Facility originated or processed through other reservation systems, the Internet and networks. We may charge a reasonable service fee for this service.

7.2 "Taxes" are equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for our privilege of doing business in your State. You will pay Taxes directly to us when due.

7.3 "Interest" is payable on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid. Interest is payable when you receive our invoice.

7.4 If a Transfer occurs, your transferee or you will pay us a "Relicense Fee" equal to the Initial Fee we would then charge a new franchisee for the Facility.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors,

employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in wilful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any effect on parties other than you and the complaining party in the matter, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 **Public Offerings and Registered Securities.** You may engage the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to \$25,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any

successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

9.3 Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a franchisee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new franchise applicant, pay the Application and Relicense Fees then in effect, sign the form of Franchise Agreement we then offer in conversion transactions and agree to renovate the Facility as we reasonably determine, if the Facility achieves a score of less than "Satisfactory" on its most recent Quality Assurance inspection. We will provide a Punch List of improvements we will require after we receive the transferee's Application. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

9.4 Permitted Transferee Transactions. You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 Attempted Transfers. Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 Notice of Transfers. You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

10. Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 Default. In addition to the matters identified in Section 3.1, you will be in default under this Agreement if (a) you do not pay us when a payment is due, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed, or, in the case of quality assurance default, you have acted diligently to cure the default but cannot do so and have entered into a written improvement agreement with us within 30 days after the failing inspection to cure the default within 90 days after the inspection. We may terminate this Agreement if you do not perform that improvement agreement.

11.2 Termination. We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Super 8 Motel", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, (11) you or any of your Equity Interest owners contest in court the ownership or right to license or franchise all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

11.3 Casualty and Condemnation.

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate the License, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If the License so terminates, you will pay all amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as a transient lodging facility after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

11.3.3 The exclusive territory covenants in Section 2 will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.

11.4 **Our Other Remedies.** If you violate your covenant in Section 2, we may reduce the Protected Territory to the Location. We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Reservation System User Fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and

perform. We may deduct or assess points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. If needed, our consent or approval may be withheld while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

11.5 **Your Remedies.** If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

12. Liquidated Damages.

12.1 **Generally.** If we terminate the License or this Agreement under Section 11.2, or you terminate the License or this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and System Assessment Fees during the immediately preceding 36 full calendar months (or the number of months remaining in the unexpired Term at the date of termination, whichever is less). If the Facility has been open for less than 36 months, then the amount shall be the average monthly Royalties and System Assessment Fees since the Opening Date multiplied by 36. You will also pay any applicable Taxes assessed on such payment. Liquidated Damages will not be less than the product of \$2,000.00 multiplied by the number of guest rooms in the Facility. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement are not affected.

12.2 Condemnation Payments. If a Condemnation occurs, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2 or until the Condemnation occurs, whichever is longer. If the Condemnation is completed before the one year notice period expires, you will pay us Liquidated Damages equal to the average daily Royalties and System Assessment Fees for the 12 month period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). If the Condemnation is completed after the one year notice period expires you will pay no Liquidated Damages, but the fees set forth in Section 7 must be paid when due until Condemnation is completed.

12.3 Exclusions. The amount of System Assessment Fees used in the computation of Liquidated Damages shall exclude travel agent commissions, airline reservation system charges and related handling charges.

13. Your Duties At and After Termination. When this Agreement terminates for any reason whatsoever:

13.1 System Usage Ceases. You will immediately stop using the System to operate and identify the Facility. You will remove all signage bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You will promptly paint over or remove distinctive System trade dress, color schemes and architectural features.

13.2 Other Duties. You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Sales accruing while the Facility is identified as a "Super 8 Motel", including the System Assessment Fees for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility, and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

13.3 Advance Reservations. The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

13.4 Survival of Certain Provisions. Sections 3.8 (as to audits, for 2 years after termination), 3.9 (as to information relating to the Term, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of this Agreement, whether termination is initiated by you or us, even if termination is wrongful.

14. Your Representations and Warranties. The parties disclaim making or relying upon any representation,

promise, covenant, or warranty, express or implied, oral or written, except as expressly stated in this Agreement. You expressly represent and warrant to us as follows:

14.1 Quiet Enjoyment and Financing. You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

14.2 This Transaction. You have received, at least 10 business days prior to execution of this Agreement and making any payment to us, our current Uniform Franchise Offering Circular for prospective franchisees. Neither we nor any person acting on our behalf has made any oral or written representation or promise to you that is not written in this Agreement on which you are relying to enter into this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the Franchise Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement.

14.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 Marks and System. You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

15.2 Inurements. All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

15.3 Other Locations and Systems. We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location other than the Location or, in the case of a Chain Facility of the same name, in the Protected Territory. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

15.4 Confidential Information. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 Litigation. You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

16. Relationship of Parties.

16.1 Independence. You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 Joint Status. If you comprise two or more persons or entities (notwithstanding any agreement,

arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. Legal Matters.

17.1 Partial Invalidity. If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 Waivers, Modifications and Approvals. If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective.

17.3 Notices. Notices will be effective if in writing and delivered by facsimile transmission with confirmation original sent by first class mail, postage prepaid, by delivery service, with proof of delivery, or by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at its address stated below or as may be otherwise designated by notice. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Your name: JJC CORPORATION
 Your address: 1050 Tidwater Drive, , Norfolk, VA 23504
 Attention: Rajendra Patel
 Your fax No.: (757) 626-3646

Super 8 Motels, Inc.
 Our address: 6 Sylvan Way, Parsippany, New Jersey 07054-0278,
 Attention: Vice President-Franchise Administration
 Fax No.: (973) 496-5359

17.4 Remedies. Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement. You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.5 Miscellaneous. This Agreement will be governed by and construed under the laws of the State of New Jersey. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for



convenience of reference only. We may unilaterally revise Schedule C under this Agreement. This Agreement, together with the exhibits and schedules attached, is the entire agreement (superseding all prior representations, agreements and understandings, oral or written) of the parties about the Facility.

17.6 Waiver of Jury Trial. The parties waive the right to a jury trial in any action related to this Agreement or the relationship between the franchisor, the franchisee, any guarantor and their respective successors and assigns.

17.7 Special Acknowledgements.

17.7.1 You received our Uniform Franchise Offering Circular ("UFOC") for prospective franchisees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

17.7.2 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

17.7.3 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

17.7.4 You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

17.7.5 You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

WE:

Super 8 Motels, Inc.

By: _____

C. Wayne Miller
Franchise Administration
Vice President

Attest: _____

Assistant Secretary

YOU, as franchisee:

JJC CORPORATION

By: _____

Rajendra Patel

Title: _____

Owner

Attest: _____

R. Patel

APPENDIX A

DEFINITIONS

Advertising and Reservation Fund or "the Fund" means The Super 8 Advertising and Reservation Fund into which System Assessment Fees are paid. The Fund is under our exclusive control, and shall be used by us for funding and administering, in our sole discretion, the reservation system, the training school, the "VIP Club" credit card program, national and international directories, print and broadcast media advertising, technical and professional advice, consultation and services in connection with advertising, employment of personnel and office expenses for the administration of the Fund, advertising agency commissions, and other advertising or promotional programs we establish to promote the Chain.

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their franchisees when and if held.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Rules of Operation Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Declaration means the Declaration of Franchise Agreement you and we sign under Section 5.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes,

electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Super 8 Motels and Super Suites facilities located outside the United States, Canada and Mexico.

Effective Date means the date that you first take possession of the Facility.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing at the Location on the Effective Date or afterwards.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Sales means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means a one year period beginning on the Opening Date or any subsequent anniversary of the Opening Date and ending on the day preceding the next anniversary of the Opening Date.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at 7940 Shore Drive, Norfolk, Virginia 23518, as more fully described in Schedule A.

Losses and Expenses means all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Super 8 Motel" and other marks (U.S. Reg. Nos.: 992,721; 1,691,852; 1,686,653; 1,706,143; 1,602,723; 1,343,591, and 1,768,824) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing,

employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Protected Territory means **site only**.

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, System Assessment Fees, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7.1.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Assessment Fee means the aggregate of all fees charged under Section 7.1.2 to pay for the cost of the System's marketing, advertising, Reservation System, training and other services.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Rules of Operations Manual, the Trademark Identification Standards Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Super 8 Motels, Inc., a South Dakota corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B

PART I: YOUR OWNERS:

<u>Name</u>	<u>Ownership Percentage</u>	<u>Type of Equity Interest</u>
Rajendra Patel	100%	common stock

PART II: THE FACILITY:

Primary designation of Facility: Super 8 Motel

Number of approved guest rooms: 76

Parking facilities (number of spaces, description): 76

Other amenities and facilities:

PART III: DESCRIPTION AND SCHEDULE OF RENOVATIONS TO BE COMPLETED AS THE IMPROVEMENT OBLIGATION:

[Punch List to be attached.]



09/01/99 WED 11:26 FAX 757 588 7888

SUPER 8 MOTEL NORFOLK

001

AUG-31-1999 10:39

FRAN. ADMIN. DEPT.

P. 03/08



FRANCHISOR: SUPER 8 MOTELS, INC.

"SCHEDULE A"
PUNCHLIST FOR CHANGE OF OWNERSHIP
FEBRUARY 1, 1999

FACILITY

Super 8 #3845
 7940 Shore Drive
 Norfolk, VA 23518

TIER
 Motel

GUEST ROOMS
 74

OWNER/APPLICANT

Jim Thares
 (605) 226-3464

**FRANCHISE
ADMINISTRATION**

Jeff Kayhart
 (973) 496-5357

O.A. REPRESENTATIVE

Andy Bunch

PROPERTY CONDITION SUMMARY

This is a 10-year-old, three story, interior corridor, Tudor style Super 8. Construction is of wood with a stucco, brick and wood facade. Interior and exterior renovations are required. Landscaping needs upgrading to enhance curb appeal.

	<u>EXISTING</u>	<u>STANDARD</u>
Lobby Dimensions:	448 SF	220 SF
Guest Room Dimensions:	240 SF (20)	264 SF
	264 SF (54)	

COMPLETION TIME

All items listed in this punchlist must be completed within 120 days of the new license agreement unless otherwise noted.



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SUPER 8 MOTEL NORFOLK

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AUG-31-1999 10:39

FRAN. ADMIN. DEPT.

P. 04/08

PROPERTY EXTERIOR

Renovate building exterior to include:

- a. Paint building, trim and décor accents. Contact the Design and Development Department for approved, updated color schemes.
- b. Replace windows to eliminate any with broken seals and fogged appearance.

PUBLIC AREAS

1. Replace lobby-seating package. Adequate seating must be provided in the lobby area. Sofas and chairs must be commercial grade and fabric upholstered.
2. The owner is responsible to provide facilities to assist the handicapped in accordance with Local, State and Federal codes, regulations and ordinances.
3. Ensure emergency and exit lighting is equipped with a backup power source.

GUEST ROOMS/BATHS (Rooms Inspected): 302, 306, 309, 316, 323, 225, 220, 215, 212, 122, 117, 116, 112, 111, 107

1. Remove universal indicator locks as in room #323 and install a unique keyed (keyed for emergency access only) deadbolt with a minimum throw of 1" with a hardened steel insert. Deadbolt must insert into the doorframe. The deadbolt must be thrown/retracted by a thumb-turn on the inside of the door. Activation of the deadbolt must not require any other function, i.e. push-button, etc. When deadbolt is in the thrown or projected position, all keys, except the emergency key, must be inoperable. The emergency key must be unique and specific to one particular property. The use of "universal key" "Do Not Disturb/Maid Requested" deadbolts is not permitted. The emergency key must be available to management and emergency personnel only. Locks must comply with all federal, state, and local codes. Install locks as specified above to comply with all federal, state and local codes.
2. Renovate guestrooms to include the following:
 - a. All furniture, finishes and fixtures must coordinate with other room furnishings.
 - b. Provide window-locking device to eliminate use of sticks.
 - c. Professionally clean leisure chairs where stained as in rooms #306 and #301.



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SUPER 8 HOTEL NORFOLK

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FRAN. ADMIN. DEPT.

P. 05/08

GUEST ROOMS/BATHS CONTINUED

- d. Refinish casegoods where worn as in rooms #107, #212 and #306 to like new condition. If furniture can not be restored to like new condition, replacement will be required. Casegoods to include a minimum of one credenza/armoire, a framed wall mirror, one headboard per bed, and a nightstand are required. A minimum of one writing surface is required to consist of either a writing desk or an activity table. Two chairs (one armed) per room are required. Chairs must be fabric covered.
 - e. Replace bedsets (mattress and boxsprings) to eliminate all that are stained, sagging or have loss of support as in rooms #306, #309 and #225.
 - f. Replace lampshades where damaged or mismatched as in rooms #309, #301 and #220.
 - g. Replace televisions where damaged as in rooms #122, #316 and #302. Minimum 20" remote-controlled type TVs are required. Recommend 25" TV screens.
 - h. A minimum of 40% of guestrooms must be prepared and designated as non-smoking rooms.
3. Renovate bathrooms to include:
- a. Replace plumbing fixtures/trim (sinks or tubs) where tarnished or corroded (faucets, drains rings, etc.) as in rooms #117, #309 and #316.
 - b. Replace bathroom flooring as in rooms #116, #112 and #107. Company requires ceramic tile (minimum 6"-8") or .085 gauge sheet vinyl. VCT is not acceptable



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SUPER 8 MOTEL NORFOLK

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FRAN. ADMIN. DEPT.

P.06/08

HANDWRITTEN OR UNAUTHORIZED REVISIONS TO THIS PUNCHLIST ARE NOT VALID AND DO NOT BIND THE FRANCHISOR. ANY AND ALL REVISIONS TO THIS PUNCHLIST MUST BE MADE AND APPROVED BY THE FRANCHISOR'S QUALITY ASSURANCE DEPARTMENT.

This Punchlist identifies items that require action due to meet the Franchisor's standards. The Franchisor does not warrant that completion of the items on this Punchlist will cause the converting facility to be in compliance with any applicable federal, state, local codes, ordinances or regulations. You (and your architect, contractor and engineer, if applicable) are solely responsible for conforming the Facility to the requirements of federal, state and local codes, ordinances and regulations that may apply to your site.

This Punchlist has been prepared on the basis of a random sample inspection of the Facility on the date specified. The owner is responsible for meeting all Franchisor Standards. All repairs, replacements and improvements must cause the item to meet or exceed the Franchisor's standards published in the Standards of Operation and Design Manual.

This Punchlist will be subject to revision at the discretion of the Franchisor if the condition of the facility changes materially or the License (Franchise) Agreement to which this is attached is executed more than 90 days after the date of the Punchlist. Note that ordinary wear and tear, particularly during busy seasons, may result in the need for additional work to meet entry standards of the Franchisor.

This is not a License (Franchise) Agreement; the Company is not bound by this punchlist unless and until the Company signs the License (Franchise) Agreement for the inspected facility.

Note: Any item on this Punchlist that is not required prior to the new license agreement will continue to be evaluated for appearance and condition during any and all Q.A. evaluations conducted in the interim period.

3845 S8 CO



SCHEDULE C

February 1998

The System Assessment Fee is equal to three percent (3%) of Gross Room Sales, and is paid into the Advertising and Reservation Fund. The System Assessment Fee is a recurring, non-refundable payment. All or any part of Fund proceeds received during an accounting period need not be disbursed within that accounting period.

If you elect to participate in optional Internet reservation programs, you will be charged a fee per net reservation originated through the Internet, which is currently \$2.50, that we may charge in our discretion. We may charge additional fees for creating or modifying the Facility's Website, Webpage or performing other services.

Notwithstanding the above, upon 60 days written notice, after the tenth (10th) anniversary of the Effective Date of this Agreement, and at any later times, System Assessment Fee may be increased, in our sole discretion, on a Chain-wide basis to cover costs (including reasonable direct or indirect overhead costs) related to such services and programs or the cost of additional services or programs.

EXHIBIT B

AUG-31-1999 10:39

FRAN. ADMIN. DEPT.

P.02/08

GUARANTY

To induce Super 8 Motels, Inc., its successors and assigns ("you") to sign the Franchise Agreement (the "Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Section 17.4 (Remedies, Choice of Venue and Consent to Jurisdiction) and 17.6 (Waiver of Jury Trial), applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:

R. Patel

GUARANTORS:

Rajendra Patel
RAJENDRA PATEL

EXHIBIT C

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

April 25, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Raj Patel
JJC CORPORATION
7940 Shore Drive
Norfolk, VA 23518

Re: NOTICE OF DEFAULT - Franchise Agreement dated March 16, 1999 (the "Agreement") between JJC CORPORATION ("you" or "your") and Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc. ("we", "us", or "our") relating to Super 8® Unit #03845-87722-2, located in Norfolk, VA (the "Facility")

Dear Mr. Patel:

You are in default under the Agreement for your failure to satisfy the required Quality Standards and your failure to meet your financial obligations. We will address each default in turn.

The Quality Assurance Default

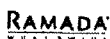
The Agreement requires you to maintain the Facility according to System Standards. Our Quality Assurance Consultant conducted an inspection of the Facility on March 7, 2012. The Facility received a failing score of 594-F. We will re-inspect the Facility after at least 90 days from the date of this Notice. If the Facility does not receive a passing quality assurance score at this re-inspection, the Agreement may be subject to termination.

The Financial Default

The default arises from your failure to meet your financial obligations under the Agreement. You will recall that, on February 13, 2012 and April 13, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten days. However, you did not cure your default within the time permitted. Please be advised that as of April 24, 2012 your account is now past due in the amount of **\$82,843.78**. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have ten (10) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, the Agreement may be subject to termination.

WYNDHAM

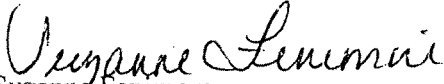
HOTEL GROUP



This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default.

We hope you will take this opportunity to resolve your defaults. If you have any questions regarding your defaults or how they can be timely cured, please contact Operations Support Desk at (800) 888-4636.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Suzanne Fenimore".

Suzanne Fenimore

Director

Contracts Compliance, Legal

Enclosure

cc: John Valletta
Tracy Plumstead
Mona Christian
Valerie Capers Workman

Report Date : 24-APR-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 24-APR-2012
 Customer No : 03845-87722-02-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

Page 1 of 10

Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2009	26128583	22-SEP-09	WYNREWARDS 5%		0.00	0.00	38.71	38.71
	41120836	30-SEP-09	5066A-DIRECWAY		0.00	0.00	35.89	35.89
	41120018	30-SEP-09	5033A-HSS SOFTW		0.00	0.00	26.48	26.48
			Sub Total		0.00	0.00	101.08	101.08

OCT-2009	26132522	22-OCT-09	WYNREWARDS 5%	0.00	0.00	22.14	22.14
	10419326	22-OCT-09	GUEST SRVCS PRO	0.00	0.00	12.78	12.78
	1039173	26-OCT-09	GDS & INTERNET	0.00	0.00	6.01	6.01
	41157203	31-OCT-09	5066A-DIRECWAY	0.00	0.00	33.53	33.53
	41156491	31-OCT-09	5033A-HSS SOFTW	0.00	0.00	24.73	24.73
			Sub Total				
				0.00	0.00	99.19	99.19
NOV-2009	30354089	12-NOV-09	CRS REACTIVATIO	0.00	0.00	42.60	42.60
	26134035	22-NOV-09	WYNREWARDS 5%	0.00	0.00	20.01	20.01
	1045813	22-NOV-09	GDS & INTERNET	0.00	0.00	8.80	8.80
	41189449	30-NOV-09	5066A-DIRECWAY	0.00	0.00	31.09	31.09
	41190301	30-NOV-09	5033A-HSS SOFTW	0.00	0.00	22.93	22.93
			Sub Total				
				0.00	0.00	125.43	125.43
DEC-2009	26138757	22-DEC-09	WYNREWARDS 5%	0.00	0.00	7.83	7.83
	41224684	31-DEC-09	5033A-HSS SOFTW	0.00	0.00	24.02	24.02
	30383187	31-DEC-09	DEC-09 PRORATE	0.00	0.00	35.19	35.19
			Sub Total				
				0.00	0.00	67.04	67.04
JAN-2010	26140794	22-JAN-10	WYNREWARDS 5%	0.00	0.00	10.86	10.86
	41256063	31-JAN-10	5033A-HSS SOFTW	0.00	0.00	28.21	28.21
	41255496	31-JAN-10	5066A-DIRECWAY	0.00	0.00	40.61	40.61

Page 2 of 10

Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
FEB-2010	26146481	22-FEB-10	WYNREWARDS 5%	Sub Total	0.00	0.00	79.68	79.68
	41282019	28-FEB-10	5033A-HSS SOFTW		0.00	0.00	7.47	7.47
	41282817	28-FEB-10	5066A-DIRECWAY		0.00	0.00	26.42	26.42
	41310210	28-FEB-10	Actual-1000A-RO		0.00	0.00	38.19	38.19
							318.44	318.44
<hr/>								
MAR-2010	10449377	10-MAR-10	GUEST SATISFACT	Sub Total	0.00	0.00	390.52	390.52
	10449322	10-MAR-10	GUEST SRVCS TRA		0.00	0.00	5.73	5.73
	30410625	12-MAR-10	'10 GLOBAL CONF		0.00	0.00	22.75	22.75
	26147592	22-MAR-10	WYNREWARDS 5%		0.00	0.00	212.78	212.78
	30422094	31-MAR-10	CK#102747		0.00	0.00	9.33	9.33
	41328671	31-MAR-10	5033A-HSS SOFTW		0.00	0.00	4.25	4.25
	41329789	31-MAR-10	5066A-DIRECWAY		0.00	0.00	24.67	24.67
							35.67	35.67
<hr/>								
APR-2010	30423730	08-APR-10	CRS REACTIVATIO	Sub Total	0.00	0.00	315.18	315.18
	26150642	22-APR-10	WYNREWARDS 5%		0.00	0.00	42.50	42.50
	41374433	30-APR-10	Actual-1215A-AD		44.99	0.00	14.99	14.99
	41365999	30-APR-10	5066A-DIRECWAY		0.00	0.00	218.88	263.87
	41366174	30-APR-10	5033A-HSS SOFTW		0.00	0.00	33.07	33.07
	41376716	30-APR-10	Actual-1000A-RO		74.99	0.00	22.88	22.88
							364.80	439.79
<hr/>								
MAY-2010	26154342	22-MAY-10	WYNREWARDS 5%	Sub Total	119.98	0.00	697.12	817.10
	TA0135127	23-MAY-10	T/A COMMISSIONS		0.00	0.00	18.08	18.08
							2.26	2.26

Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE,NORFOLK,VA,23518-2441,US
 As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	1135127	23-MAY-10	GDS & INTERNET		0.00	0.00	2.38	2.38
	41407070	31-MAY-10	Actual-1000A-RO		0.00	0.00	255.61	255.61
	41409475	31-MAY-10	Actual-1215A-AD		0.00	0.00	207.39	207.39
	41389073	31-MAY-10	5066A-DIRECWAY		0.00	0.00	30.55	30.55
	41389351	31-MAY-10	5033A-HSS SOFTW		0.00	0.00	21.13	21.13
			Sub Total		0.00	0.00	537.40	537.40
JUN-2010	26158438	22-JUN-10	WYNREWARDS 5%		212.26	0.00	35.32	247.58
	30458581	30-JUN-10	PM SYSTEM HW WR		303.19	0.00	55.19	358.38
	41434052	30-JUN-10	5066A-DIRECWAY		160.00	8.00	30.55	198.55
	41433274	30-JUN-10	5033A-HSS SOFTW		110.68	5.53	20.80	137.01
			Sub Total		786.13	13.53	141.86	941.52
JUL-2010	30464414	14-JUL-10	SUPER8 TRAINING		185.00	9.25	35.33	229.58
	26160000	22-JUL-10	WYNREWARDS 5%		170.89	0.00	28.45	199.34
	41461096	31-JUL-10	5066A-DIRECWAY		160.00	8.00	27.95	195.95
			Sub Total		515.89	17.25	91.73	624.87
NOV-2010	26175298	22-NOV-10	WYNREWARDS 5%		104.44	0.00	23.78	128.22
			Sub Total		104.44	0.00	23.78	128.22

DEC-2010	41624179	31-DEC-10	5715A-HughesNet	160.00	8.00	35.59	203.59
	41626281	31-DEC-10	5096A-SOFTHOTEL	264.52	13.23	58.94	336.69
	41641150	31-DEC-10	Actual-1000A-RO	1612.51	0.00	340.98	1953.49
	41639273	31-DEC-10	Actual-1215A-AD	967.51	0.00	204.61	1172.12

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Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441,US
 As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2011	1188440	16-JAN-11	GDS & INTERNET		43.40	0.00	9.20	52.60
	TC0188440	16-JAN-11	T/A COMM SERVIC		4.14	0.00	0.84	4.98
	TM0188440	16-JAN-11	MEMBER BENEFIT		23.27	0.00	4.95	28.22
	TA0188440	16-JAN-11	T/A COMMISSIONS		28.22	0.00	6.01	34.23
	TV0188440	16-JAN-11	GOVERNMENT FEES		3.88	0.00	0.83	4.71
	26179727	22-JAN-11	WYNREWARDS 5%		117.67	0.00	24.64	142.31
	41677196	31-JAN-11	Actual-1000A-RO		1661.18	0.00	339.02	2000.20
	41678950	31-JAN-11	Actual-1215A-AD		996.71	0.00	203.41	1200.12
	41658336	31-JAN-11	5096A-SOFTHOTEL		264.52	13.23	57.00	334.75
	41659065	31-JAN-11	5715A-HughesNet		160.00	8.00	34.41	202.41
			Sub Total		3004.54	21.23	640.12	3665.89

FEB-2011	10523027	09-FEB-11	GUEST SRVCS TRA	160.00	0.00	32.08	192.08
	10523026	09-FEB-11	GUEST SATISFACT	86.88	0.00	17.43	104.31
	TM0194422	20-FEB-11	MEMBER BENEFIT	4.16	0.00	0.77	4.93
	1194422	20-FEB-11	GDS & INTERNET	14.80	0.00	2.88	17.68
	TC0194422	20-FEB-11	T/A COMM SERVIC	4.13	0.00	0.77	4.90
	TA0194422	20-FEB-11	T/A COMMISSIONS	31.66	0.00	6.15	37.81
	26183087	22-FEB-11	WYNREWARDS 5%	145.66	0.00	28.25	173.91
	41706260	28-FEB-11	Actual-1000A-RO	2417.20	0.00	461.85	2879.05
	41692844	28-FEB-11	5715A-HughesNet	160.00	8.00	32.06	200.06
	41693108	28-FEB-11	5096A-SOFTHOTEL	264.52	13.23	53.10	330.85
	41704501	28-FEB-11	Actual-1215A-AD	1450.32	0.00	277.07	1727.39
				=====	=====	=====	=====
				Sub Total	21.23	912.41	5672.97
				=====	=====	=====	=====
MAR-2011	1201513	13-MAR-11	GDS & INTERNET	83.20	0.00	15.24	98.44
	TC0201513	13-MAR-11	T/A COMM SERVIC	2.68	0.00	0.48	3.16
	TM0201513	13-MAR-11	MEMBER BENEFIT	8.32	0.00	1.51	9.83

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Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	TA0201513	13-MAR-11	T/A COMMISSIONS		27.34	0.00	4.98	32.32
	10528457	17-MAR-11	GUEST SRVCS TRA		(160.00)	0.00	0.00	(160.00)
	26187192	22-MAR-11	WYNREWARDS 5%		157.63	0.00	28.34	185.97
	41723376	31-MAR-11	5096A-SOFTHOTEL		264.52	13.23	48.79	326.54
	41740308	31-MAR-11	Actual-1215A-AD		1202.19	0.00	210.95	1413.14
	41738951	31-MAR-11	Actual-1000A-RO		2003.65	0.00	351.65	2355.30
	41725358	31-MAR-11	5715A-HughesNet		160.00	8.00	29.46	197.46

APR-2011	08-APR-11	26189177	30564217	LIMITED AUDIT	500.00	0.00	85.75	585.75
	22-APR-11	26189177		WYNREWARDS 5%	142.93	0.00	23.53	166.46
	22-APR-11	26191546		WYNREWARDS CRDT	(92.26)	0.00	0.00	(92.26)
	22-APR-11	26189424		WYNRWD CREDIT	(17.80)	0.00	0.00	(17.80)
	27-APR-11	TR0207596		TMC / CONSORTIA	15.72	0.00	2.54	18.26
	27-APR-11	TV0207596		GOVERNMENT FEES	11.01	0.00	1.79	12.80
	27-APR-11	TM0207596		MEMBER BENEFIT	10.16	0.00	1.66	11.82
	27-APR-11	TC0207596		T/A COMM SERVIC	7.81	0.00	1.26	9.07
	27-APR-11	1207596		GDS & INTERNET	99.00	0.00	16.03	115.03
	27-APR-11	TA0207596		T/A COMMISSIONS	88.52	0.00	14.33	102.85
	30-APR-11	41755673		5715A-HughesNet	160.00	8.00	26.94	194.94
	30-APR-11	41771544		Actual-1000A-RO	2084.82	0.00	334.58	2419.40
	30-APR-11	41755341		5096A-SOFTHOTEL	264.52	13.23	44.62	322.37
	30-APR-11	41773230		Actual-1215A-AD	1250.89	0.00	200.77	1451.66
				Sub Total	4525.32	21.23	753.80	5300.35

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MAY-2011	30580186	11-MAY-11	T/A COMM SERVIC	(2.39)	0.00	(2.39)
	30582424	11-MAY-11	Duplicate Commi	(25.54)	0.00	(25.54)
	30586430	11-MAY-11	Duplicate GSA/I	(19.40)	0.00	(19.40)
	26192738	22-MAY-11	WYNREWARDS 5%	108.38	0.00	124.59
	TA0213656	27-MAY-11	T/A COMMISSIONS	18.44	0.00	21.19
	TC0213656	27-MAY-11	T/A COMM SERVIC	4.70	0.00	5.37
	TW0213656	27-MAY-11	MEMBER BENEFIT	35.68	0.00	40.92
	TV0213656	27-MAY-11	GOVERNMENT FEES	2.03	0.00	2.32

Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 24 APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	1213656	27-MAY-11	GDS & INTERNET		44.75	0.00	6.56	51.31
	41805444	31-MAY-11	Actual-1000A-RO		2549.45	0.00	370.34	2919.79
	41788309	31-MAY-11	5715A-HughesNet		160.00	8.00	24.34	192.34
	41801369	31-MAY-11	Actual-1215A-AD		1529.67	0.00	222.20	1751.87
	41787506	31-MAY-11	5096A-SOFTHOTEL		264.52	13.23	40.31	318.06
			Sub Total		4670.29	21.23	688.91	5380.43
JUN-2011	26196697	22-JUN-11	WYNREWARDS 5%		169.92	0.00	22.75	192.67
	26197632	22-JUN-11	WYNREWARDS CRDT		(35.99)	0.00	0.00	(35.99)
	1220840	27-JUN-11	GDS & INTERNET		62.30	0.00	8.20	70.50
	TC0220840	27-JUN-11	T/A COMM SERVIC		4.05	0.00	0.52	4.57
	TM0220840	27-JUN-11	MEMBER BENEFIT		25.92	0.00	3.41	29.33
	TA0220840	27-JUN-11	T/A COMMISSIONS		26.28	0.00	3.46	29.74
	41832862	30-JUN-11	Actual-1000A-RO		2635.66	0.00	342.62	2978.28
	41813271	30-JUN-11	5715A-HughesNet		160.00	8.00	21.82	189.82
	41814204	30-JUN-11	5096A-SOFTHOTEL		264.52	13.23	36.14	313.89
	41830407	30-JUN-11	Actual-1215A-AD		1581.39	0.00	205.57	1786.96
			Sub Total		4894.05	21.23	644.49	5559.77
JUL-2011	TM0227383	10-JUL-11	MEMBER BENEFIT		14.96	0.00	1.81	16.77
	1227383	10-JUL-11	GDS & INTERNET		26.75	0.00	3.24	29.99
	30603573	18-JUL-11	Q/A REINSPECTIO		1700.00	0.00	205.70	1905.70
	26201295	22-JUL-11	WYNREWARDS 5%		352.44	0.00	41.94	394.38
	41849949	31-JUL-11	5715A-HughesNet		160.00	8.00	19.22	187.22
	41865191	31-JUL-11	Actual-1215A-AD		2133.27	0.00	253.61	2386.88
	41867681	31-JUL-11	Actual-1000A-RO		3555.45	0.00	422.69	3978.14
	41849276	31-JUL-11	5096A-SOFTHOTEL		264.52	13.23	31.83	309.58
			Sub Total		8207.39	21.23	980.04	9208.66
AUG-2011	26205293	22-AUG-11	WYNREWARDS 5%		374.93	0.00	38.80	413.73

Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE,NORFOLK,VA,23518-2441,US
 As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2011	TA0233302	27-AUG-11	T/A COMMISSIONS		72.27	0.00	7.30	79.57
	TC0233302	27-AUG-11	T/A COMM SERVIC		12.05	0.00	1.22	13.27
	TR0233302	27-AUG-11	TMC / CONSORTIA		6.81	0.00	0.70	7.51
	TV0233302	27-AUG-11	GOVERNMENT FEES		7.75	0.00	0.78	8.53
	TM0233302	27-AUG-11	MEMBER BENEFIT		71.18	0.00	7.18	78.36
	1233302	27-AUG-11	GDS & INTERNET		191.85	0.00	19.36	211.21
	41879931	31-AUG-11	5715A-HughesNet		160.00	8.00	16.62	184.62
	41882690	31-AUG-11	5096A-SOFTHOTEL		264.52	13.23	27.52	305.27
	41898523	31-AUG-11	Actual-1215A-AD		1543.41	0.00	166.66	1710.07
	41898176	31-AUG-11	Actual-1000A-RO		2572.35	0.00	277.76	2850.11
				Sub Total	5277.12	21.23	563.90	5862.25
	30620008	15-SEP-11	SUPER8 TRAINING		150.00	7.50	14.40	171.90
	26207077	22-SEP-11	WYNREWARDS 5%		315.85	0.00	27.81	343.66
OCT-2011	30629120	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	0.00	999.00
	1240807	29-SEP-11	GDS & INTERNET		37.65	0.00	3.17	40.82
	TC0240807	29-SEP-11	T/A COMM SERVIC		2.16	0.00	0.17	2.33
	TM0240807	29-SEP-11	MEMBER BENEFIT		19.43	0.00	1.64	21.07
	TA0240807	29-SEP-11	T/A COMMISSIONS		5.61	0.00	0.48	6.09
	41925883	30-SEP-11	Actual-1215A-AD		978.78	0.00	82.31	1061.09
	41913992	30-SEP-11	5715A-HughesNet		160.00	8.00	14.10	182.10
	41915752	30-SEP-11	5096A-SOFTHOTEL		264.52	13.23	23.35	301.10
	41925412	30-SEP-11	Actual-1000A-RO		1631.30	0.00	137.18	1768.48
				Sub Total	4564.30	28.73	304.61	4897.64
	30637066	11-OCT-11	Q/A REINSPECTIO		1700.00	0.00	133.45	1833.45

26210443	22-OCT-11	WYNREWARDS 5%	105.16	0.00	7.67	112.83
1248346	27-OCT-11	GDS & INTERNET	4.95	0.00	0.36	5.31
41964800	31-OCT-11	Actual-1215A-AD	1092.42	0.00	75.22	1167.64
41937996	31-OCT-11	5715A-HughesNet	160.00	8.00	11.50	179.50
41937773	31-OCT-11	5096A-SOFTHOTEL	277.75	13.89	19.98	311.62
41962574	31-OCT-11	Actual-1000A-RO	1820.70	0.00	125.36	1946.06

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ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2011	26214356	22-NOV-11	WYNREWARDS 5%		71.82	0.00	4.12	75.94
	41970657	30-NOV-11	5096A-SOFTHOTEL		277.75	13.89	15.60	307.24
	41990283	30-NOV-11	Actual-1215A-AD		1060.23	0.00	57.06	1117.29
	41988820	30-NOV-11	Actual-1000A-RO		1767.05	0.00	95.11	1862.16
	41970413	30-NOV-11	5715A-HughesNet		160.00	8.00	8.98	176.98
			Sub Total		5160.98	21.89	373.54	5556.41
DEC-2011	26218311	22-DEC-11	WYNREWARDS 5%		97.20	0.00	4.14	101.34
	42027431	31-DEC-11	Actual-1000A-RO		1871.25	0.00	71.10	1942.35
	42008089	31-DEC-11	5096A-SOFTHOTEL		277.75	13.89	11.08	302.72
	42027369	31-DEC-11	Actual-1215A-AD		1122.75	0.00	42.66	1165.41
	42008209	31-DEC-11	5715A-HughesNet		160.00	8.00	6.38	174.38
			Sub Total		3336.85	21.89	180.87	3539.61

		Sub Total		3528.95	21.89	135.36	3686.20
JAN-2012	26219135	22-JAN-12	WYNREWARDS 5%	73.90	0.00	2.00	75.90
	42040687	31-JAN-12	5096A-SOFTHOTEL	277.75	13.89	6.56	298.20
	42041503	31-JAN-12	5715A-HughesNet	160.00	8.00	3.78	171.78
	42054259	31-JAN-12	Actual-1215A-AD	880.02	0.00	19.80	899.82
	42053501	31-JAN-12	Actual-1000A-RO	1466.70	0.00	33.00	1499.70
		Sub Total		2858.37	21.89	65.14	2945.40
FEB-2012	26222770	22-FEB-12	WYNREWARDS 5%	179.26	0.00	2.06	181.32
	42070673	29-FEB-12	5096A-SOFTHOTEL	277.75	13.89	2.33	293.97
	42072733	29-FEB-12	5715A-HughesNet	160.00	8.00	1.34	169.34
	42085385	29-FEB-12	Actual-1215A-AD	874.47	0.00	7.00	881.47

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Report Date : 24-APR-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE,NORFOLK,VA,23518-2441,US
As of Date: 24-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42086889	29-FEB-12	Actual-1000A-RO		1457.45	0.00	11.66	1469.11
		Sub Total			2948.93	21.89	24.39	2995.21
MAR-2012	30673528	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	0.00	100.00
	26225690	22-MAR-12	WYNREWARDS 5%		123.43	0.00	0.00	123.43

42100859	31-MAR-12	5715A-HughesNet	160.00	8.00	0.00	168.00
42121087	31-MAR-12	Accrual-1215A-A *	1311.00	0.00	0.00	1311.00
42118817	31-MAR-12	Accrual-1000A-R *	2185.00	0.00	0.00	2185.00
42100405	31-MAR-12	5096A-SOFTHOTEL	277.75	13.89	0.00	291.64
		Sub Total	4157.18	21.89	0.00	4179.07
APR-2012 30678859	05-APR-12	Q/A REINSPECTIO	1700.00	0.00	0.00	1700.00
		Sub Total	1700.00	0.00	0.00	1700.00
		Grand Total	72152.56	381.92	10309.30	82843.78

Requested By: Jerilyn Marino

* Please note the accruals on your account are estimates.
 Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

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UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 25 Apr 2012

Tracking Number:

1Z22445X0298312396

1 Address Information

Ship To:
 JJC CORPORATION
 Mr. Raj Patel
 Super 8
 7940 Shore Drive
 NORFOLK VA 235182441
 Telephone:(757) 588-7888

Ship From:
 Wyndham Hotel Group - 22 Sylvan
 Jerilyn Marino
 22 Sylvan Way
 Parsippany NJ 07054
 Telephone:(973) 753-7253

Return Address:
 Wyndham Hotel Group - 22 Sylvan
 Jerilyn Marino
 22 Sylvan Way
 Parsippany NJ 07054
 Telephone:(973) 753-7253

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Guaranteed By: End of Day Friday, Apr 27, 2012
Shipping Fees Subtotal: 13.28 USD
Transportation: 11.65 USD
Fuel Surcharge: 1.63 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	13.28 USD
Negotiated Total:	5.52 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT D

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

June 18, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Raj Patel
JJC CORPORATION
7940 Shore Drive
Norfolk, VA 23518

Re: NOTICE OF DEFAULT - Franchise Agreement dated March 16, 1999 (the "Agreement") between JJC CORPORATION ("you" or "your") and Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc. ("we", "us", or "our") relating to Super 8® Unit #03845-87722-2, located in Norfolk, VA (the "Facility")

Dear Mr. Patel:

You are in default under the Agreement for your failure to satisfy the required Quality Standards and your failure to meet your financial obligations. We will address each default in turn.

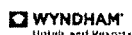
The Quality Assurance Default

The Agreement requires you to maintain the Facility according to System Standards. You will recall that, on April 25, 2012, we sent you a default notice because of your failure to ensure that the Facility meets our quality assurance standards. That notice required you to cure the default by the time we conducted a re-inspection of the Facility. However, you did not cure your default within the time permitted as evidenced by the re-inspection score of 655-F on May 22, 2012.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Super 8) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 30 days from the date of this Notice to cure your default. Therefore, we will re-inspect the Facility on or after July 18, 2012. If the Facility does not receive a quality assurance score of 400 or less, pass the Food & Beverage segment of the re-inspection, and pass the Housekeeping segment of the re-inspection, the Agreement may be subject to termination. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

WYNDHAM

HOTEL GROUP



Mr. Raj Patel
June 18, 2012
Page 2

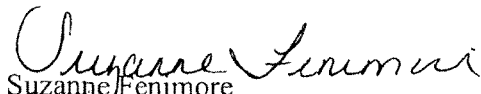
The Financial Default

The default arises from your failure to meet your financial obligations under the Agreement. You will recall that, on February 13, 2012, April 13, 2012 and April 25, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted. Please be advised that as of June 14, 2012 your account is now past due in the amount of \$93,023.61. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have ten (10) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, the Agreement may be subject to termination.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default.

We hope you will take this opportunity to resolve your defaults. If you have any questions regarding your defaults or how they can be timely cured, please contact Operations Support Desk at (800) 888-4636.

Sincerely yours,


Suzanne Fenimore

Director
Contracts Compliance, Legal

Enclosure

cc: John Valletta
Tracy Plumstead
Mona Christian
Valerie Capers Workman

Report Date : 14-JUN-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 14-JUN-2012
 Customer No : 03845-87722-02-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 14-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2009	26128583	22-SEP-09	WYNREWARDS 5%		0.00	0.00	38.71	38.71
	41120836	30-SEP-09	5066A-DIRECWAY		0.00	0.00	35.89	35.89
	41120018	30-SEP-09	5033A-HSS SOFTW		0.00	0.00	26.48	26.48
				Sub Total	0.00	0.00	101.08	101.08

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OCT-2009	26132522	22-OCT-09	WYNREWARDS 5%	0.00	0.00	22.14	22.14
	10419326	22-OCT-09	GUEST SRVCS PRO	0.00	0.00	12.78	12.78
	1039173	26-OCT-09	GDS & INTERNET	0.00	0.00	6.01	6.01
	41157203	31-OCT-09	5066A-DIRECWAY	0.00	0.00	33.53	33.53
	41156491	31-OCT-09	5033A-HSS SOFTW	0.00	0.00	24.73	24.73
			Sub Total	0.00	0.00	99.19	99.19
NOV-2009	30354089	12-NOV-09	CRS REACTIVATIO	0.00	0.00	42.60	42.60
	26134035	22-NOV-09	WYNREWARDS 5%	0.00	0.00	20.01	20.01
	1045813	22-NOV-09	GDS & INTERNET	0.00	0.00	8.80	8.80
	41189449	30-NOV-09	5066A-DIRECWAY	0.00	0.00	31.09	31.09
	41190301	30-NOV-09	5033A-HSS SOFTW	0.00	0.00	22.93	22.93
			Sub Total	0.00	0.00	125.43	125.43
DEC-2009	26138757	22-DEC-09	WYNREWARDS 5%	0.00	0.00	7.83	7.83
	41224684	31-DEC-09	5033A-HSS SOFTW	0.00	0.00	24.02	24.02
	30383187	31-DEC-09	DEC-09 PRORATE	0.00	0.00	35.19	35.19
			Sub Total	0.00	0.00	67.04	67.04
JAN-2010	26140794	22-JAN-10	WYNREWARDS 5%	0.00	0.00	10.86	10.86
	41256063	31-JAN-10	5033A-HSS SOFTW	0.00	0.00	28.21	28.21
	41255496	31-JAN-10	5066A-DIRECWAY	0.00	0.00	40.61	40.61

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Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 14-JUN-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
FEB-2010	26146481	22-FEB-10	WYNREWARDS 5%		0.00	0.00	79.68	79.68
	41282019	28-FEB-10	5033A-HSS SOFTW		0.00	0.00	7.47	7.47
	41282817	28-FEB-10	5066A-DIRECWAY		0.00	0.00	26.42	26.42
	41310210	28-FEB-10	Actual-1000A-RO		0.00	0.00	38.19	38.19
				Sub Total			318.44	318.44
<hr/>								
MAR-2010	10449377	10-MAR-10	GUEST SATISFACT		0.00	0.00	5.73	5.73
	10449322	10-MAR-10	GUEST SRVCS TRA		0.00	0.00	22.75	22.75
	30410625	12-MAR-10	'10 GLOBAL CONF		0.00	0.00	212.78	212.78
	26147592	22-MAR-10	WYNREWARDS 5%		0.00	0.00	9.33	9.33
	30422094	31-MAR-10	CK#102747		0.00	0.00	4.25	4.25
	41328671	31-MAR-10	5033A-HSS SOFTW		0.00	0.00	24.67	24.67
	41329789	31-MAR-10	5066A-DIRECWAY		0.00	0.00	35.67	35.67
				Sub Total			390.52	390.52
<hr/>								
APR-2010	30423730	08-APR-10	CRS REACTIVATIO		0.00	0.00	42.50	42.50
	26150642	22-APR-10	WYNREWARDS 5%		0.00	0.00	14.99	14.99
	41374433	30-APR-10	Actual-1215A-AD		44.99	0.00	218.88	263.87
	41365999	30-APR-10	5066A-DIRECWAY		0.00	0.00	33.07	33.07
	41366174	30-APR-10	5033A-HSS SOFTW		0.00	0.00	22.88	22.88
	41376716	30-APR-10	Actual-1000A-RO		74.99	0.00	364.80	439.79
				Sub Total			697.12	817.10
<hr/>								
MAY-2010	26154342	22-MAY-10	WYNREWARDS 5%		0.00	0.00	18.08	18.08
	TA0135127	23-MAY-10	T/A COMMISSIONS		0.00	0.00	2.26	2.26

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Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 14-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	1135127	23-MAY-10	GDS & INTERNET		0.00	0.00	2.38	2.38
	41407070	31-MAY-10	Actual-1000A-RO		0.00	0.00	255.61	255.61
	41409475	31-MAY-10	Actual-1215A-AD		0.00	0.00	207.39	207.39
	41389073	31-MAY-10	5066A-DIRECWAY		0.00	0.00	30.55	30.55
	41389351	31-MAY-10	5033A-HSS SOFTW		0.00	0.00	21.13	21.13
			Sub Total		0.00	0.00	537.40	537.40
JUN-2010	26158438	22-JUN-10	WYNREWARDS 5%		212.26	0.00	35.32	247.58
	30458581	30-JUN-10	PM SYSTEM HW WR		303.19	0.00	59.74	362.93
	41434052	30-JUN-10	5066A-DIRECWAY		160.00	8.00	33.07	201.07
	41433274	30-JUN-10	5033A-HSS SOFTW		110.68	5.53	22.23	138.44
			Sub Total		786.13	13.53	150.36	950.02
JUL-2010	30464414	14-JUL-10	SUPER8 TRAINING		185.00	9.25	38.24	232.49
	26160000	22-JUL-10	WYNREWARDS 5%		170.89	0.00	31.01	201.90
	41461096	31-JUL-10	5066A-DIRECWAY		160.00	8.00	30.47	198.47
			Sub Total		515.89	17.25	99.72	632.86
NOV-2010	26175298	22-NOV-10	WYNREWARDS 5%		104.44	0.00	25.35	129.79
			Sub Total		104.44	0.00	25.35	129.79

DEC-2010	41624179	31-DEC-10	5715A-HughesNet	160.00	8.00	38.11	206.11
	41626281	31-DEC-10	5096A-SOFTHOTEL	264.52	13.23	63.11	340.86
	41641150	31-DEC-10	Actual-1000A-RO	1612.51	0.00	365.17	1977.68
	41639273	31-DEC-10	Actual-1215A-AD	967.51	0.00	219.12	1186.63

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Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 14-JUN-2012

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FEB-2011	10523027	09-FEB-11	GUEST SRVCS TRA	160.00	0.00	34.48	194.48
	10523026	09-FEB-11	GUEST SATISFACT	86.88	0.00	18.73	105.61
	TM0194422	20-FEB-11	MEMBER BENEFIT	4.16	0.00	0.83	4.99
	1194422	20-FEB-11	GDS & INTERNET	14.80	0.00	3.10	17.90
	TC0194422	20-FEB-11	T/A COMM SERVIC	4.13	0.00	0.83	4.96
	TA0194422	20-FEB-11	T/A COMMISSIONS	31.66	0.00	6.62	38.28
	26183087	22-FEB-11	WYNREWARDS 5%	145.66	0.00	30.43	176.09
	41706260	28-FEB-11	Actual-1000A-RO	2417.20	0.00	498.11	2915.31
	41692844	28-FEB-11	5715A-HughesNet	160.00	8.00	34.58	202.58
	41693108	28-FEB-11	5096A-SOFTHOTEL	264.52	13.23	57.27	335.02
	41704501	28-FEB-11	Actual-1215A-AD	1450.32	0.00	298.82	1749.14
Sub Total				4739.33	21.23	983.80	5744.36
MAR-2011	1201513	13-MAR-11	GDS & INTERNET	83.20	0.00	16.49	99.69
	TC0201513	13-MAR-11	T/A COMM SERVIC	2.68	0.00	0.52	3.20
	TM0201513	13-MAR-11	MEMBER BENEFIT	8.32	0.00	1.63	9.95

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Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 14-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TA0201513	13-MAR-11	T/A COMMISSIONS		27.34	0.00	5.39	32.73
	10528457	17-MAR-11	GUEST SRVCS TRA		(160.00)	0.00	0.00	(160.00)
	26187192	22-MAR-11	WYNREWARDS 5%		157.63	0.00	30.70	188.33
	41723376	31-MAR-11	5096A-SOFTHOTEL		264.52	13.23	52.96	330.71
	41740308	31-MAR-11	Actual-1215A-AD		1202.19	0.00	228.98	1431.17
	41738951	31-MAR-11	Actual-1000A-RO		2003.65	0.00	381.70	2385.35
	41725358	31-MAR-11	5715A-HughesNet		160.00	8.00	31.98	199.98

APR-2011	30564217	08-APR-11	LIMITED AUDIT	500.00	0.00	93.25	593.25
	26189177	22-APR-11	WYNREWARDS 5%	142.93	0.00	25.67	168.60
	26191546	22-APR-11	WYNREWARDS CRDT	(92.26)	0.00	0.00	(92.26)
	26189424	22-APR-11	WYNRWD CREDIT	(17.80)	0.00	0.00	(17.80)
	TR0207596	27-APR-11	TMC / CONSORTIA	15.72	0.00	2.78	18.50
	TV0207596	27-APR-11	GOVERNMENT FEES	11.01	0.00	1.96	12.97
	TM0207596	27-APR-11	MEMBER BENEFIT	10.16	0.00	1.81	11.97
	TC0207596	27-APR-11	T/A COMM SVCIC	7.81	0.00	1.38	9.19
	1207596	27-APR-11	GDS & INTERNET	99.00	0.00	17.52	116.52
	TA0207596	27-APR-11	T/A COMMISSIONS	88.52	0.00	15.66	104.18
	41755673	30-APR-11	5715A-HughesNet	160.00	8.00	29.46	197.46
	41771544	30-APR-11	Actual-1000A-RO	2084.82	0.00	365.85	2450.67
	41755341	30-APR-11	5096A-SOFTHOTEL	264.52	13.23	48.79	326.54
	41773230	30-APR-11	Actual-1215A-AD	1250.89	0.00	219.53	1470.42
			Sub Total	4525.32	21.23	823.66	5370.21

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100% 100%

Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 14-JUN-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	1213656	27-MAY-11	GDS & INTERNET		44.75	0.00	7.23	51.98
	41805444	31-MAY-11	Actual-1000A-RO		2549.45	0.00	408.58	2958.03
	41788309	31-MAY-11	5715A-HughesNet		160.00	8.00	26.86	194.86
	41801369	31-MAY-11	Actual-1215A-AD		1529.67	0.00	245.15	1774.82
	41787506	31-MAY-11	5096A-SOFTHOTEL		264.52	13.23	44.48	322.23
Sub Total					4670.29	21.23	760.01	5451.53
JUN-2011	26196697	22-JUN-11	WYNREWARDS 5%		169.92	0.00	25.30	195.22
	26197632	22-JUN-11	WYNREWARDS CRDT		(35.99)	0.00	0.00	(35.99)
	1220840	27-JUN-11	GDS & INTERNET		62.30	0.00	9.13	71.43
	TC0220840	27-JUN-11	T/A COMM SERVIC		4.05	0.00	0.58	4.63
	TM0220840	27-JUN-11	MEMBER BENEFIT		25.92	0.00	3.80	29.72
	TA0220840	27-JUN-11	T/A COMMISSIONS		26.28	0.00	3.85	30.13
	41832862	30-JUN-11	Actual-1000A-RO		2635.66	0.00	382.15	3017.81
	41813271	30-JUN-11	5715A-HughesNet		160.00	8.00	24.34	192.34
	41814204	30-JUN-11	5096A-SOFTHOTEL		264.52	13.23	40.31	318.06
	41830407	30-JUN-11	Actual-1215A-AD		1581.39	0.00	229.29	1810.68
Sub Total					4894.05	21.23	718.75	5634.03
JUL-2011	TM0227383	10-JUL-11	MEMBER BENEFIT		14.96	0.00	2.03	16.99
	1227383	10-JUL-11	GDS & INTERNET		26.75	0.00	3.64	30.39
	30603573	18-JUL-11	Q/A REINSPECTIO		1700.00	0.00	231.20	1931.20
	26201295	22-JUL-11	WYNREWARDS 5%		352.44	0.00	47.23	399.67
	41849949	31-JUL-11	5715A-HughesNet		160.00	8.00	21.74	189.74
	41865191	31-JUL-11	Actual-1215A-AD		2133.27	0.00	285.61	2418.88
	41867681	31-JUL-11	Actual-1000A-RO		3555.45	0.00	476.02	4031.47
	41849276	31-JUL-11	5096A-SOFTHOTEL		264.52	13.23	36.00	313.75
Sub Total					8207.39	21.23	1103.47	9332.09
AUG-2011	26205293	22-AUG-11	WYNREWARDS 5%		374.93	0.00	44.42	419.35

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Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 14-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2011	TA0233302	27-AUG-11	T/A COMMISSIONS		72.27	0.00	8.38	80.65
	TC0233302	27-AUG-11	T/A COMM SERVIC		12.05	0.00	1.40	13.45
	TR0233302	27-AUG-11	TMC / CONSORTIA		6.81	0.00	0.80	7.61
	TV0233302	27-AUG-11	GOVERNMENT FEES		7.75	0.00	0.90	8.65
	TM0233302	27-AUG-11	MEMBER BENEFIT		71.18	0.00	8.25	79.43
	1233302	27-AUG-11	GDS & INTERNET		191.85	0.00	22.24	214.09
	41879931	31-AUG-11	5715A-HughesNet		160.00	8.00	19.14	187.14
	41882690	31-AUG-11	5096A-SOFTHOTEL		264.52	13.23	31.69	309.44
	41898523	31-AUG-11	Actual-1215A-AD		1543.41	0.00	189.81	1733.22
	41898176	31-AUG-11	Actual-1000A-RO		2572.35	0.00	316.35	2888.70
	Sub Total				5277.12	21.23	643.38	5941.73
	30620008	15-SEP-11	SUPER8 TRAINING		150.00	7.50	16.76	174.26
	26207077	22-SEP-11	WYNREWARDS 5%		315.85	0.00	32.55	348.40
	30629120	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	14.99	1013.99
OCT-2011	1240807	29-SEP-11	GDS & INTERNET		37.65	0.00	3.73	41.38
	TC0240807	29-SEP-11	T/A COMM SERVIC		2.16	0.00	0.20	2.36
	TM0240807	29-SEP-11	MEMBER BENEFIT		19.43	0.00	1.93	21.36
	TA0240807	29-SEP-11	T/A COMMISSIONS		5.61	0.00	0.56	6.17
	41925883	30-SEP-11	Actual-1215A-AD		978.78	0.00	96.99	1075.77
	41913992	30-SEP-11	5715A-HughesNet		160.00	8.00	16.62	184.62
	41915752	30-SEP-11	5096A-SOFTHOTEL		264.52	13.23	27.52	305.27
	41925412	30-SEP-11	Actual-1000A-RO		1631.30	0.00	161.65	1792.95
	Sub Total				4564.30	28.73	373.50	4966.53
	30637066	11-OCT-11	Q/A REINSPECTIO		1700.00	0.00	158.95	1858.95
	Sub Total				1700.00	0.00	158.95	1858.95
	Sub Total				4564.30	28.73	373.50	4966.53
	Sub Total				4564.30	28.73	373.50	4966.53
	Sub Total				4564.30	28.73	373.50	4966.53

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 14-JUN-2012

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			Sub Total	3528.95	21.89	188.62	3739.46

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ITEMIZED STATEMENT

Report Date : 14-JUN-12

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 14-JUN-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42072733	29-FEB-12	5715A-HughesNet		160.00	8.00	3.86	171.86
				Sub Total	2948.93	21.89	68.95	3039.77
MAR-2012	30673528	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	1.50	101.50
	26225690	22-MAR-12	WYNREWARDS 5%		123.43	0.00	1.48	124.91

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42121087	31-MAR-12	Accrual-1215A-A *	1311.00	0.00	9.83	1320.83
42118817	31-MAR-12	Accrual-1000A-R *	2185.00	0.00	16.39	2201.39
42100405	31-MAR-12	5096A-SOFTHOTEL	277.75	13.89	2.19	293.83
42100859	31-MAR-12	5715A-HughesNet	160.00	8.00	1.26	169.26
		Sub Total	4157.18	21.89	32.65	4211.72
APR-2012	30678859	Q/A REINSPECTIO	1700.00	0.00	8.50	1708.50
	26231055	WYNREWARDS 5%	144.30	0.00	0.00	144.30
	42128691	5096A-SOFTHOTEL	277.75	13.89	0.00	291.64
	42144165	Accrual-1215A-A *	1190.43	0.00	0.00	1190.43
	42144736	Accrual-1000A-R *	1984.05	0.00	0.00	1984.05
	42127912	5715A-HughesNet	160.00	8.00	0.00	168.00
		Sub Total	5456.53	21.89	8.50	5486.92
MAY-2012	30689064	Feb 2012 NT Aud	736.01	0.00	0.00	736.01
	30689149	Feb 2012 NT Aud	441.61	0.00	0.00	441.61
	26232848	WYNREWARDS 5%	59.18	0.00	0.00	59.18
	42182477	Accrual-1215A-A *	1374.00	0.00	0.00	1374.00
	42181158	Accrual-1000A-R *	2290.00	0.00	0.00	2290.00
	42158248	5715A-HughesNet	160.00	8.00	0.00	168.00
	42157993	5096A-SOFTHOTEL	277.75	13.89	0.00	291.64

Page 10 of 11

Report Date : 14-JUN-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 14-JUN-2012

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 18 Jun 2012

Tracking Number:

1Z22445X0296303640

1 Address Information

Ship To: JJC CORPORATION RAJENDRA PATEL SUPER 8 7940 SHORE DRIVE NORFOLK VA 235182441 Telephone: 7575887888	Ship From: WYNDHAM HOTEL GROUP - 22 SYLVAN ELENA DANISHEVSKY 22 SYLVAN WAY PARSIPPANY NJ 07054 Telephone: 9737537236	Return Address: WYNDHAM HOTEL GROUP - 22 SYLVAN ELENA DANISHEVSKY 22 SYLVAN WAY PARSIPPANY NJ 07054 Telephone: 9737537236
--	--	---

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Wednesday, Jun 20, 2012
Shipping Fees Subtotal:	13.34 USD
Transportation	11.65 USD
Fuel Surcharge	1.69 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	13.34 USD
Negotiated Total:	5.52 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT E

WYNDHAM

HOTEL GROUP

5x\$

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

August 14, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Raj Patel
JJC CORPORATION
7940 Shore Drive
Norfolk, VA 23518

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO SUPER 8® UNIT
#03845-87722-2 LOCATED IN NORFOLK, VA (THE "FACILITY")**

Dear Mr. Patel:

I write on behalf of SUPER 8 WORLDWIDE, INC. ("we," "us," or "our") regarding the Franchise Agreement dated March 16, 1999 between JJC CORPORATION ("you" or "your") and us (the "Agreement"). You will recall that, on February 13, 2012, April 13, 2012, April 25, 2012 and June 18, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Super 8 facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of August 10, 2012 your account is now past due in the amount of **\$110,532.24**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 888-4636.

Sincerely yours,

Suzanne Fenimore

Suzanne Fenimore

Director

Contracts Compliance, Legal

Enclosure

cc: John Valletta

Mona Christian
WYNDHAM
HOTEL GROUP

Valerie Capers Workman



Report Date : 10-AUG-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY): 10-AUG-2012
 Customer No : 03845-87722-02-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

Page 1 of 12

Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2009	26128583	22-SEP-09	WYNREWARDS 5%		0.00	0.00	38.71	38.71
	41120836	30-SEP-09	5066A-DIRECWAY		0.00	0.00	35.89	35.89
	41120018	30-SEP-09	5033A-HSS SOFTW		0.00	0.00	26.48	26.48
				Sub Total	0.00	0.00	101.08	101.08

OCT-2009	26132522	22-OCT-09	WYNREWARDS 5%	0.00	0.00	22.14	22.14
	10419326	22-OCT-09	GUEST SRVCS PRO	0.00	0.00	12.78	12.78
	1039173	26-OCT-09	GDS & INTERNET	0.00	0.00	6.01	6.01
	41157203	31-OCT-09	5066A-DIRECWAY	0.00	0.00	33.53	33.53
	41156491	31-OCT-09	5033A-HSS SOFTW	0.00	0.00	24.73	24.73
Sub Total				0.00	0.00	99.19	99.19
NOV-2009	30354089	12-NOV-09	CRS REACTIVATIO	0.00	0.00	42.60	42.60
	26134035	22-NOV-09	WYNREWARDS 5%	0.00	0.00	20.01	20.01
	1045813	22-NOV-09	GDS & INTERNET	0.00	0.00	8.80	8.80
	41189449	30-NOV-09	5066A-DIRECWAY	0.00	0.00	31.09	31.09
	41190301	30-NOV-09	5033A-HSS SOFTW	0.00	0.00	22.93	22.93
Sub Total				0.00	0.00	125.43	125.43
DEC-2009	26138757	22-DEC-09	WYNREWARDS 5%	0.00	0.00	7.83	7.83
	41224684	31-DEC-09	5033A-HSS SOFTW	0.00	0.00	24.02	24.02
	30383187	31-DEC-09	DEC-09 PRORATE	0.00	0.00	35.19	35.19
	Sub Total			0.00	0.00	67.04	67.04
JAN-2010	26140794	22-JAN-10	WYNREWARDS 5%	0.00	0.00	10.86	10.86
	41256063	31-JAN-10	5033A-HSS SOFTW	0.00	0.00	28.21	28.21
	41255496	31-JAN-10	5066A-DIRECWAY	0.00	0.00	40.61	40.61
	Sub Total			0.00	0.00	67.04	67.04

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Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
FEB-2010	26146481 41282019 41282817 41310210	22-FEB-10 28-FEB-10 28-FEB-10 29-FEB-10	WYNREWARDS 5% 5033A-HSS SOFTW 5066A-DIRECWAY Actual-1000A-RO	Sub Total	0.00	0.00	79.68	79.68
MAR-2010	10449377 10449322 30410625 26147592 30422094 41328671 41329789	10-MAR-10 10-MAR-10 12-MAR-10 22-MAR-10 31-MAR-10 31-MAR-10 31-MAR-10	GUEST SATISFACT GUEST SRVCS TRA '10 GLOBAL CONF WYNREWARDS 5% CK#102747 5033A-HSS SOFTW 5066A-DIRECWAY	Sub Total	0.00	0.00	390.52	390.52
APR-2010	30423730 26150642 41374433 41365999 41366174 41376716	08-APR-10 22-APR-10 30-APR-10 30-APR-10 30-APR-10 30-APR-10	CRS REACTIVATIO WYNREWARDS 5% Actual-1215A-AD 5066A-DIRECWAY 5033A-HSS SOFTW Actual-1000A-RO	Sub Total	0.00	0.00	315.18	315.18
MAY-2010	26154342 TA0135127	22-MAY-10 23-MAY-10	WYNREWARDS 5% T/A COMMISSIONS	Sub Total	119.98	0.00	697.12	817.10
					0.00	0.00	18.08	18.08
					0.00	0.00	2.26	2.26

Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	1135127	23-MAY-10	GDS & INTERNET		0.00	0.00	2.38	2.38
	41407070	31-MAY-10	Actual-1000A-RO		0.00	0.00	255.61	255.61
	41409475	31-MAY-10	Actual-1215A-AD		0.00	0.00	207.39	207.39
	41389073	31-MAY-10	5066A-DIRECWAY		0.00	0.00	30.55	30.55
	41389351	31-MAY-10	5033A-HSS SOFTW		0.00	0.00	21.13	21.13
			Sub Total		0.00	0.00	537.40	537.40
JUN-2010	26158438	22-JUN-10	WYNREWARDS 5%		212.26	0.00	35.32	247.58
	30458581	30-JUN-10	PM SYSTEM HW WR		303.19	0.00	68.99	372.18
	41434052	30-JUN-10	5066A-DIRECWAY		160.00	8.00	38.19	206.19
	41433274	30-JUN-10	5033A-HSS SOFTW		110.68	5.53	25.13	141.34
			Sub Total		786.13	13.53	167.63	967.29
JUL-2010	30464414	14-JUL-10	SUPER8 TRAINING		185.00	9.25	44.16	238.41
	26160000	22-JUL-10	WYNREWARDS 5%		170.89	0.00	36.22	207.11
	41461096	31-JUL-10	5066A-DIRECWAY		160.00	8.00	35.59	203.59
			Sub Total		515.89	17.25	115.97	649.11
NOV-2010	26175298	22-NOV-10	WYNREWARDS 5%		104.44	0.00	28.54	132.98
			Sub Total		104.44	0.00	28.54	132.98

DEC-2010	41624179	31-DEC-10	5715A-HughesNet	160.00	8.00	43.23	211.23
	41626281	31-DEC-10	5096A-SOFTHOTEL	264.52	13.23	71.59	349.34
	41641150	31-DEC-10	Actual-1000A-RO	1612.51	0.00	414.35	2026.86
	41639273	31-DEC-10	Actual-1215A-AD	967.51	0.00	248.63	1216.14

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Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JAN-2011	1188440	16-JAN-11	GDS & INTERNET		43.40	0.00	11.17	54.57
	TC0188440	16-JAN-11	T/A COMM SERVIC		4.14	0.00	1.02	5.16
	TM0188440	16-JAN-11	MEMBER BENEFIT		23.27	0.00	6.01	29.28
	TA0188440	16-JAN-11	T/A COMMISSIONS		28.22	0.00	7.29	35.51
	TV0188440	16-JAN-11	GOVERNMENT FEES		3.88	0.00	1.01	4.89
	26179727	22-JAN-11	WYNREWARDS 5%		117.67	0.00	30.00	147.67
	41677196	31-JAN-11	Actual-1000A-RO		1661.18	0.00	414.61	2075.79
	41678950	31-JAN-11	Actual-1215A-AD		996.71	0.00	248.76	1245.47
	41658336	31-JAN-11	5096A-SOFTHOTEL		264.52	13.23	69.65	347.40
	41659065	31-JAN-11	5715A-HughesNet		160.00	8.00	42.05	210.05
<hr/>								
Sub Total					3302.99	21.23	831.57	4155.79
<hr/>								
Sub Total					3004.54	21.23	777.80	3803.57
<hr/>								

FEB-2011	10523027	09-FEB-11	GUEST SRVCS TRA	160.00	0.00	39.36	199.36
	10523026	09-FEB-11	GUEST SATISFACT	86.88	0.00	21.38	108.26
	TM0194422	20-FEB-11	MEMBER BENEFIT	4.16	0.00	0.95	5.11
	1194422	20-FEB-11	GDS & INTERNET	14.80	0.00	3.55	18.35
	TC0194422	20-FEB-11	T/A COMM SERVIC	4.13	0.00	0.95	5.08
	TA0194422	20-FEB-11	T/A COMMISSIONS	31.66	0.00	7.58	39.24
	26183087	22-FEB-11	WYNREWARDS 5%	145.66	0.00	34.87	180.53
	41706260	28-FEB-11	Actual-1000A-RO	2417.20	0.00	571.84	2989.04
	41692844	28-FEB-11	5715A-HughesNet	160.00	8.00	39.70	207.70
	41693108	28-FEB-11	5096A-SOFTHOTEL	264.52	13.23	65.75	343.50
	41704501	28-FEB-11	Actual-1215A-AD	1450.32	0.00	343.05	1793.37
			Sub Total	4739.33	21.23	1128.98	5889.54
MAR-2011	1201513	13-MAR-11	GDS & INTERNET	83.20	0.00	19.03	102.23
	TC0201513	13-MAR-11	T/A COMM SERVIC	2.68	0.00	0.60	3.28
	TM0201513	13-MAR-11	MEMBER BENEFIT	8.32	0.00	1.88	10.20

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Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TA0201513	13-MAR-11	T/A COMMISSIONS		27.34	0.00	6.22	33.56
	10528457	17-MAR-11	GUEST SRVCS TRA		(160.00)	0.00	0.00	(160.00)
	26187192	22-MAR-11	WYNREWARDS 5%		157.63	0.00	35.50	193.13
	41723376	31-MAR-11	5096A-SOFTHOTEL		264.52	13.23	61.44	339.19
	41740308	31-MAR-11	Actual-1215A-AD		1202.19	0.00	265.64	1467.83
	41738951	31-MAR-11	Actual-1000A-RO		2003.65	0.00	442.81	2446.46
	41725358	31-MAR-11	5715A-HughesNet		160.00	8.00	37.10	205.10

		Sub Total					
		3749.53	21.23	870.22	4640.98		
APR-2011	30564217	LIMITED AUDIT	08-APR-11	500.00	0.00	108.50	608.50
	26189177	WYNREWARDS 5%	22-APR-11	142.93	0.00	30.03	172.96
	26191546	WYNREWARDS CRDT	22-APR-11	(92.26)	0.00	0.00	(92.26)
	26189424	WYNRWD CREDIT	22-APR-11	(17.80)	0.00	0.00	(17.80)
	TR0207596	TMC / CONSORTIA	27-APR-11	15.72	0.00	3.26	18.98
	TV0207596	GOVERNMENT FEES	27-APR-11	11.01	0.00	2.30	13.31
	TW0207596	MEMBER BENEFIT	27-APR-11	10.16	0.00	2.12	12.28
	TC0207596	T/A COMM SERVIC	27-APR-11	7.81	0.00	1.62	9.43
	1207596	GDS & INTERNET	27-APR-11	99.00	0.00	20.54	119.54
	TA0207596	T/A COMMISSIONS	27-APR-11	88.52	0.00	18.36	106.88
	41755673	5715A-HughesNet	30-APR-11	160.00	8.00	34.58	202.58
	41771544	Actual-1000A-RO	30-APR-11	2084.82	0.00	429.43	2514.25
	41755341	5096A-SOFTHOTEL	30-APR-11	264.52	13.23	57.27	335.02
	41773230	Actual-1215A-AD	30-APR-11	1250.89	0.00	257.68	1508.57
		Sub Total		4525.32	21.23	965.69	5512.24
MAY-2011	30580186	T/A COMM SERVIC	11-MAY-11	(2.39)	0.00	0.00	(2.39)
	30582424	Duplicate Commi	11-MAY-11	(25.54)	0.00	0.00	(25.54)
	30586430	Duplicate GSA/I	11-MAY-11	(19.40)	0.00	0.00	(19.40)
	26192738	WYNREWARDS 5%	22-MAY-11	108.38	0.00	21.15	129.53
	TA0213656	T/A COMMISSIONS	27-MAY-11	18.44	0.00	3.60	22.04
	TC0213656	T/A COMM SERVIC	27-MAY-11	4.70	0.00	0.88	5.58
	TW0213656	MEMBER BENEFIT	27-MAY-11	35.68	0.00	6.87	42.55
	TV0213656	GOVERNMENT FEES	27-MAY-11	2.03	0.00	0.38	2.41

Report Date : 10-AUG-12

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ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	1213656	27-MAY-11	GDS & INTERNET		44.75	0.00	8.59	53.34
	41805444	31-MAY-11	Actual-1000A-RO		2549.45	0.00	486.34	3035.79
	41788309	31-MAY-11	5715A-HughesNet		160.00	8.00	31.98	199.98
	41801369	31-MAY-11	Actual-1215A-AD		1529.67	0.00	291.81	1821.48
	41787506	31-MAY-11	5096A-SOFTHOTEL		264.52	13.23	52.96	330.71
			Sub Total		4670.29	21.23	904.56	5596.08
JUN-2011	26196697	22-JUN-11	WYNREWARDS 5%		169.92	0.00	30.48	200.40
	26197632	22-JUN-11	WYNREWARDS CRDT		(35.99)	0.00	0.00	(35.99)
	1220840	27-JUN-11	GDS & INTERNET		62.30	0.00	11.03	73.33
	TC0220840	27-JUN-11	T/A COMM SERVIC		4.05	0.00	0.70	4.75
	TM0220840	27-JUN-11	MEMBER BENEFIT		25.92	0.00	4.59	30.51
	TA0220840	27-JUN-11	T/A COMMISSIONS		26.28	0.00	4.65	30.93
	41832862	30-JUN-11	Actual-1000A-RO		2635.66	0.00	462.53	3098.19
	41813271	30-JUN-11	5715A-HughesNet		160.00	8.00	29.46	197.46
	41814204	30-JUN-11	5096A-SOFTHOTEL		264.52	13.23	48.79	326.54
	41830407	30-JUN-11	Actual-1215A-AD		1581.39	0.00	277.52	1858.91
			Sub Total		4894.05	21.23	869.75	5785.03
JUL-2011	TM0227383	10-JUL-11	MEMBER BENEFIT		14.96	0.00	2.48	17.44
	1227383	10-JUL-11	GDS & INTERNET		26.75	0.00	4.45	31.20
	30603573	18-JUL-11	Q/A REINSPECTIO		1700.00	0.00	283.05	1983.05
	26201295	22-JUL-11	WYNREWARDS 5%		352.44	0.00	57.98	410.42
	41849949	31-JUL-11	5715A-HughesNet		160.00	8.00	26.86	194.86
	41865191	31-JUL-11	Actual-1215A-AD		2133.27	0.00	350.68	2483.95
	41867681	31-JUL-11	Actual-1000A-RO		3555.45	0.00	584.46	4139.91
	41849276	31-JUL-11	5096A-SOFTHOTEL		264.52	13.23	44.48	322.23
			Sub Total		8207.39	21.23	1354.44	9583.06
AUG-2011	26205293	22-AUG-11	WYNREWARDS 5%		374.93	0.00	55.85	430.78

Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2011	TA0233302	27-AUG-11	T/A COMMISSIONS		72.27	0.00	10.58	82.85
	TC0233302	27-AUG-11	T/A COMM SERVIC		12.05	0.00	1.77	13.82
	TR0233302	27-AUG-11	TMC / CONSORTIA		6.81	0.00	1.01	7.82
	TV0233302	27-AUG-11	GOVERNMENT FEES		7.75	0.00	1.14	8.89
	TW0233302	27-AUG-11	MEMBER BENEFIT		71.18	0.00	10.42	81.60
	1233302	27-AUG-11	GDS & INTERNET		191.85	0.00	28.09	219.94
	41879931	31-AUG-11	5715A-HughesNet		160.00	8.00	24.26	192.26
	41882690	31-AUG-11	5096A-SOFTHOTEL		264.52	13.23	40.17	317.92
	41898523	31-AUG-11	Actual-1215A-AD		1543.41	0.00	236.88	1780.29
	41898176	31-AUG-11	Actual-1000A-RO		2572.35	0.00	394.81	2967.16
				Sub Total	5277.12	21.23	804.98	6103.33
	30620008	15-SEP-11	SUPER8 TRAINING		150.00	7.50	21.56	179.06
	26207077	22-SEP-11	WYNREWARDS 5%		315.85	0.00	42.19	358.04
	30629120	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	45.46	1044.46
OCT-2011	1240807	29-SEP-11	GDS & INTERNET		37.65	0.00	4.87	42.52
	TC0240807	29-SEP-11	T/A COMM SERVIC		2.16	0.00	0.26	2.42
	TW0240807	29-SEP-11	MEMBER BENEFIT		19.43	0.00	2.52	21.95
	TA0240807	29-SEP-11	T/A COMMISSIONS		5.61	0.00	0.73	6.34
	41925883	30-SEP-11	Actual-1215A-AD		978.78	0.00	126.84	1105.62
	41913992	30-SEP-11	5715A-HughesNet		160.00	8.00	21.74	189.74
	41915752	30-SEP-11	5096A-SOFTHOTEL		264.52	13.23	36.00	313.75
	41925412	30-SEP-11	Actual-1000A-RO		1631.30	0.00	211.41	1842.71
				Sub Total	4564.30	28.73	513.58	5106.61
	30637066	11-OCT-11	Q/A REINSPECTIO		1700.00	0.00	210.80	1910.80

26210443	22-OCT-11	WYNREWARDS 5%	105.16	0.00	12.46	117.62
1248346	27-OCT-11	GDS & INTERNET	4.95	0.00	0.58	5.53
41964800	31-OCT-11	Actual-1215A-AD	1092.42	0.00	124.93	1217.35
41937996	31-OCT-11	5715A-HughesNet	160.00	8.00	19.14	187.14
41937773	31-OCT-11	5096A-SOFTHOTEL	277.75	13.89	33.24	324.88
41962574	31-OCT-11	Actual-1000A-RO	1820.70	0.00	208.20	2028.90

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Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2011	26214356	22-NOV-11	WYNREWARDS 5%					
	41970657	30-NOV-11	5096A-SOFTHOTEL		71.82	0.00	7.39	79.21
	41990283	30-NOV-11	Actual-1215A-AD		277.75	13.89	28.86	320.50
	41988820	30-NOV-11	Actual-1000A-RO		1060.23	0.00	105.29	1165.52
	41970413	30-NOV-11	5715A-HughesNet		1767.05	0.00	175.52	1942.57
					160.00	8.00	16.62	184.62
			Sub Total		5160.98	21.89	609.35	5792.22
DEC-2011	26218311	22-DEC-11	WYNREWARDS 5%					
	42027431	31-DEC-11	Actual-1000A-RO		97.20	0.00	8.57	105.77
	42008089	31-DEC-11	5096A-SOFTHOTEL		1871.25	0.00	156.24	2027.49
	42027369	31-DEC-11	Actual-1215A-AD		277.75	13.89	24.34	315.98
	42008209	31-DEC-11	5715A-HughesNet		1122.75	0.00	93.74	1216.49
					160.00	8.00	14.02	182.02
			Sub Total		3336.85	21.89	333.68	3692.42

JAN-2012		26219135	22-JAN-12	WYNREWARDS 5%	3528.95	21.89	296.91	3847.75
	42040687	31-JAN-12	5096A-SOFTHOTEL			0.00	5.37	79.27
	42041503	31-JAN-12	5715A-HughesNet			13.89	19.82	311.46
	42054259	31-JAN-12	Actual-1215A-AD			8.00	11.42	179.42
	42053501	31-JAN-12	Actual-1000A-RO			0.00	59.84	939.86
					1466.70	0.00	99.73	1566.43
Sub Total					3528.95	21.89	296.91	3847.75
FEB-2012		26222770	22-FEB-12	WYNREWARDS 5%	2858.37	21.89	196.18	3076.44
	42072733	29-FEB-12	5715A-HughesNet			0.00	10.22	189.48
	42085385	29-FEB-12	Actual-1215A-AD			8.00	8.98	176.98
	42070673	29-FEB-12	5096A-SOFTHOTEL			0.00	46.79	921.26
					277.75	13.89	15.59	307.23
Sub Total					2858.37	21.89	196.18	3076.44

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Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42086889	29-FEB-12	Actual-1000A-RO		1457.45	0.00	77.97	1535.42
Sub Total					2948.93	21.89	159.55	3130.37
MAR-2012	30673528	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	4.55	104.55
	26225690	22-MAR-12	WYNREWARDS 5%		123.43	0.00	5.24	128.67

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42100859	31-MAR-12	5715A-HughesNet	160.00	8.00	6.38	174.38
42118817	31-MAR-12	Accrual-1000A-R *	2185.00	0.00	83.04	2268.04
42121087	31-MAR-12	Accrual-1215A-A *	1311.00	0.00	49.82	1360.82
42100405	31-MAR-12	5096A-SOFTHOTEL	277.75	13.89	11.08	302.72
		Sub Total	4157.18	21.89	160.11	4339.18
APR-2012						
30678859	05-APR-12	Q/A REINSPECTIO	1700.00	0.00	60.35	1760.35
26231055	22-APR-12	WYNREWARDS 5%	144.30	0.00	3.89	148.19
42128691	30-APR-12	5096A-SOFTHOTEL	277.75	13.89	6.70	298.34
42127912	30-APR-12	5715A-HughesNet	160.00	8.00	3.86	171.86
42144736	30-APR-12	Accrual-1000A-R *	1984.05	0.00	45.63	2029.68
42144165	30-APR-12	Accrual-1215A-A *	1190.43	0.00	27.38	1217.81
		Sub Total	5456.53	21.89	147.81	5626.23
MAY-2012						
30689149	21-MAY-12	Feb 2012 NT Aud	441.61	0.00	5.52	447.13
30689064	21-MAY-12	Feb 2012 NT Aud	736.01	0.00	9.20	745.21
26232848	22-MAY-12	WYNREWARDS 5%	59.18	0.00	0.71	59.89
42158248	31-MAY-12	5715A-HughesNet	160.00	8.00	1.26	169.26
42157993	31-MAY-12	5096A-SOFTHOTEL	277.75	13.89	2.19	293.83
42181158	31-MAY-12	Accrual-1000A-R *	2290.00	0.00	17.18	2307.18
42182477	31-MAY-12	Accrual-1215A-A *	1374.00	0.00	10.31	1384.31

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Report Date : 10-AUG-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 10-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2012	26235636	22-JUN-12	WYNREWARDS 5%					
	42211000	30-JUN-12	Accrual-1215A-A *		289.91	0.00	0.00	289.91
	42209252	30-JUN-12	Accrual-1000A-R *		1946.10	0.00	0.00	1946.10
	42193662	30-JUN-12	5715A-HughesNet		3243.50	0.00	0.00	3243.50
	42192887	30-JUN-12	5096A-SOFTHOTEL		160.00	8.00	0.00	168.00
					277.75	13.89	0.00	291.64
			Sub Total		5338.55	21.89	46.37	5406.81
JUL-2012	30699399	05-JUL-12	Q/A REINSPECTIO					
	26240940	22-JUL-12	WYNREWARDS 5%		1700.00	0.00	0.00	1700.00
	42227514	30-JUL-12	5715A-HughesNet		318.52	0.00	0.00	318.52
	42227256	30-JUL-12	5096A-SOFTHOTEL		160.00	8.00	0.00	168.00
	42242476	31-JUL-12	Accrual-1000A-R *		277.75	13.89	0.00	291.64
	42243901	31-JUL-12	Accrual-1215A-A *		3153.30	0.00	0.00	3153.30
			Sub Total		1891.98	0.00	0.00	1891.98
			Sub Total		7501.55	21.89	0.00	7523.44
AUG-2012	30706259	07-AUG-12	Q/A REINSPECTIO					
					1700.00	0.00	0.00	1700.00
			Sub Total		1700.00	0.00	0.00	1700.00
			Grand Total		96366.45	469.48	13696.31	110532.24

Report Date : 10-AUG-12

ITEMIZED STATEMENT

Requested By: Jerilyn Marino

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 14 Aug 2012

Tracking Number:

1Z22445X0291271032

1 Address Information

Ship To:
 JJC CORPORATION
 Raj Patel
 Super 8
 7940 Shore Drive
 NORFOLK VA 235182441
 Telephone:(757) 588-7888

Ship From:
 Wyndham Hotel Group - 22 Sylvan
 Jerilyn Marino
 22 Sylvan Way
 Parsippany NJ 07054
 Telephone:(973) 753-7253

Return Address:
 Wyndham Hotel Group - 22 Sylvan
 Jerilyn Marino
 22 Sylvan Way
 Parsippany NJ 07054
 Telephone:(973) 753-7253

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Guaranteed By: End of Day Thursday, Aug 16, 2012
Shipping Fees Subtotal: 12.82 USD
Transportation: 11.65 USD
Fuel Surcharge: 1.17 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:
Negotiated Total:

12.82 USD
5.57 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT F

6X\$

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

November 20, 2012

VIA OVERNIGHT DELIVERY

Mr. Raj Patel
JJC CORPORATION
7940 Shore Drive
Norfolk, VA 23518

RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO SUPER 8® UNIT #03845-87722-2 LOCATED IN NORFOLK, VA (THE "FACILITY")

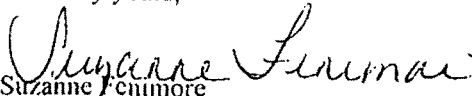
Dear Mr. Patel:

I write on behalf of SUPER 8 WORLDWIDE, INC. ("we," "us," or "our") regarding the Franchise Agreement dated March 16, 1999 between JJC CORPORATION ("you" or "your") and us (the "Agreement"). You will recall that, on February 13, 2012, April 13, 2012, April 25, 2012, June 18, 2012 and August 14, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Super 8 facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of November 19, 2012 your account is now past due in the amount of **\$120,095.05**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 888-4636.

Sincerely yours,


Suzanne Enimore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: John Valletta

Mona Christian

Valerie Capers Workman

WYNDHAM

HOTEL GROUP



Report Date : 19-NOV-12

ITEMIZED STATEMENT

As of Date (DD-MM-YY): 19-NOV-2012
 Customer No : 03845-87722-02-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2009	26128583	22-SEP-09	WYNREWARDS 5%		0.00	0.00	38.71	38.71
	41120836	30-SEP-09	5066A-DIRECWAY		0.00	0.00	35.89	35.89
	41120018	30-SEP-09	5033A-HSS SOFTW		0.00	0.00	26.48	26.48
				Sub Total	0.00	0.00	101.08	101.08

OCT-2009	26132522	22-OCT-09	WYNREWARDS 5%	0.00	0.00	22.14	22.14
	10419326	22-OCT-09	GUEST SRVCS PRO	0.00	0.00	12.78	12.78
	1039173	26-OCT-09	GDS & INTERNET	0.00	0.00	6.01	6.01
	41157203	31-OCT-09	5066A-DIRECTWAY	0.00	0.00	33.53	33.53
	41156491	31-OCT-09	5033A-HSS SOFTW	0.00	0.00	24.73	24.73
			Sub Total	0.00	0.00	99.19	99.19
NOV-2009	30354089	12-NOV-09	CRS REACTIVATIO	0.00	0.00	42.60	42.60
	26134035	22-NOV-09	WYNREWARDS 5%	0.00	0.00	20.01	20.01
	1045813	22-NOV-09	GDS & INTERNET	0.00	0.00	8.80	8.80
	41189449	30-NOV-09	5066A-DIRECTWAY	0.00	0.00	31.09	31.09
	41190301	30-NOV-09	5033A-HSS SOFTW	0.00	0.00	22.93	22.93
			Sub Total	0.00	0.00	125.43	125.43
DEC-2009	26138757	22-DEC-09	WYNREWARDS 5%	0.00	0.00	7.83	7.83
	41224684	31-DEC-09	5033A-HSS SOFTW	0.00	0.00	24.02	24.02
	30383187	31-DEC-09	DEC-09 PRORATE	0.00	0.00	35.19	35.19
			Sub Total	0.00	0.00	67.04	67.04
JAN-2010	26140794	22-JAN-10	WYNREWARDS 5%	0.00	0.00	10.86	10.86
	41256063	31-JAN-10	5033A-HSS SOFTW	0.00	0.00	28.21	28.21
	41255496	31-JAN-10	5066A-DIRECTWAY	0.00	0.00	40.61	40.61

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Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 19-NOV-2012

Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	1135127	23-MAY-10	GDS & INTERNET		0.00	0.00	2.38	2.38
	41407070	31-MAY-10	Actual-1000A-RO		0.00	0.00	255.61	255.61
	41409475	31-MAY-10	Actual-1215A-AD		0.00	0.00	207.39	207.39
	41389073	31-MAY-10	5066A-DIRECWAY		0.00	0.00	30.55	30.55
	41389351	31-MAY-10	5033A-HSS SOFTW		0.00	0.00	21.13	21.13
				Sub Total	0.00	0.00	537.40	537.40
JUN-2010	26158438	22-JUN-10	WYNREWARDS 5%		212.26	0.00	35.32	247.58
	30458581	30-JUN-10	PM SYSTEM HW WR		303.19	0.00	87.64	390.83
	41434052	30-JUN-10	5066A-DIRECWAY		160.00	8.00	48.51	216.51
	41433274	30-JUN-10	5033A-HSS SOFTW		110.68	5.53	30.06	146.27
	Sub Total				786.13	13.53	201.53	1001.19
JUL-2010	30464414	14-JUL-10	SUPER8 TRAINING		185.00	9.25	56.10	250.35
	26160000	22-JUL-10	WYNREWARDS 5%		170.89	0.00	46.73	217.62
	41461096	31-JUL-10	5066A-DIRECWAY		160.00	8.00	45.91	213.91
	Sub Total				515.89	17.25	148.74	681.88
					104.44	0.00	34.97	139.41
NOV-2010	26175298	22-NOV-10	WYNREWARDS 5%		104.44	0.00	34.97	139.41
	Sub Total				104.44	0.00	34.97	139.41
					104.44	0.00	34.97	139.41
					104.44	0.00	34.97	139.41
					104.44	0.00	34.97	139.41

DEC-2010	41624179	31-DEC-10	5715A-HughesNet	160.00	8.00	53.55	221.55
	41626281	31-DEC-10	5096A-SOFTHOTEL	264.52	13.23	89.69	366.44
	41641150	31-DEC-10	Actual-1000A-RO	1612.51	0.00	513.51	2126.02
	41639273	31-DEC-10	Actual-1215A-AD	967.51	0.00	308.14	1275.65

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Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23513-2441, US
 As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JAN-2011	1188440	16-JAN-11	GDS & INTERNET					
	TC0188440	16-JAN-11	T/A COMM SERVIC		43.40	0.00	13.83	57.23
	TM0188440	16-JAN-11	MEMBER BENEFIT		4.14	0.00	1.26	5.40
	TA0188440	16-JAN-11	T/A COMMISSIONS		23.27	0.00	7.44	30.71
	TV0188440	16-JAN-11	GOVERNMENT FEES		28.22	0.00	9.03	37.25
	26179727	22-JAN-11	WYNREWARDS 5%		3.88	0.00	1.25	5.13
	41677196	31-JAN-11	Actual-1000A-RO		117.67	0.00	37.23	154.90
	41678950	31-JAN-11	Actual-1215A-AD		1661.16	0.00	516.78	2177.96
	41658336	31-JAN-11	5096A-SOFTHOTEL		996.71	0.00	310.06	1306.77
	41659065	31-JAN-11	5715A-HughesNet		264.52	13.23	86.75	364.50
					160.00	3.00	52.37	220.37
Sub Total					3302.99	21.23	1036.00	4360.22
Sub Total					3004.54	21.23	963.89	3989.66

FEB-2011	10523027	09-FEB-11	GUEST SRVCS TRA	160.00	0.00	49.20	209.20
	10523026	09-FEB-11	GUEST SATISFACT	96.88	0.00	26.73	113.61
	TM0194422	20-FEB-11	MEMBER BENEFIT	4.16	0.00	1.19	5.35
	1194422	20-FEB-11	GDS & INTERNET	14.80	0.00	4.46	19.26
	TC0194422	20-FEB-11	T/A COMM SERVIC	4.13	0.00	1.19	5.32
	TA0194422	20-FEB-11	T/A COMMISSIONS	31.66	0.00	9.52	41.18
	26183087	22-FEB-11	WYNREWARDS 5%	145.66	0.00	43.83	189.49
	41706260	28-FEB-11	Actual-1000A-RO	2417.20	0.00	720.51	3137.71
	41692844	28-FEB-11	5715A-HughesNet	160.00	8.00	50.02	218.02
	41693108	28-FEB-11	5096A-SOFTHOTEL	264.52	13.23	82.85	360.60
	41704501	28-FEB-11	Actual-1215A-AD	1450.32	0.00	432.24	1892.56
			Sub Total	4739.33	21.23	1421.74	6182.30
MAR-2011	1201513	13-MAR-11	GDS & INTERNET	83.20	0.00	24.15	107.35
	TC0201513	13-MAR-11	T/A COMM SERVIC	2.68	0.00	0.76	3.44
	TM0201513	13-MAR-11	MEMBER BENEFIT	8.32	0.00	2.39	10.71

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Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TA0201513							
	10528457	13-MAR-11	T/A COMMISSIONS		27.34	0.00	7.89	35.23
	26187192	17-MAR-11	GUEST SRVCS TRA		(160.00)	0.00	0.00	(160.00)
	41723376	22-MAR-11	WYNREWARDS 5%		157.63	0.00	45.18	202.81
	41740308	31-MAR-11	5096A-SOFTHOTEL		264.52	13.23	78.54	356.29
	41738951	31-MAR-11	Actual-1215A-AD		1202.19	0.00	339.56	1541.75
	41725358	31-MAR-11	Actual-1000A-RO		2003.65	0.00	566.04	2569.69
		31-MAR-11	5715A-HughesNet		160.00	8.00	47.42	215.42

		Sub Total									
		3749.53		21.23		1111.93		4882.69			
APR-2011	30564217	08-APR-11	LIMITED AUDIT	500.00	0.00	139.25	639.25				
	26189177	22-APR-11	WYNREWARDS 5%	142.93	0.00	38.83	181.76				
	26191546	22-APR-11	WYNREWARDS CRDT	(92.26)	0.00	0.00	(92.26)				
	26189424	22-APR-11	WYNRWD CREDIT	(17.80)	0.00	0.00	(17.80)				
	TR0207596	27-APR-11	TMC / CONSORTIA	15.72	0.00	4.22	19.94				
	TV0207596	27-APR-11	GOVERNMENT FEES	11.01	0.00	2.98	13.99				
	TM0207596	27-APR-11	MEMBER BENEFIT	10.16	0.00	2.75	12.91				
	TC0207596	27-APR-11	T/A COMM SERVIC	7.81	0.00	2.10	9.91				
	1207596	27-APR-11	GDS & INTERNET	99.00	0.00	26.62	125.62				
	TA0207596	27-APR-11	T/A COMMISSIONS	88.52	0.00	23.90	112.32				
	41755673	30-APR-11	5715A-HughesNet	160.00	8.00	44.90	212.90				
	41771544	30-APR-11	Actual-1000A-RO	2084.82	0.00	557.63	2642.45				
	41755341	30-APR-11	5096A-SOFTHOTEL	264.52	13.23	74.37	352.12				
	41773230	30-APR-11	Actual-1215A-AD	1250.89	0.00	334.61	1585.50				
		Sub Total		4525.32		1252.06		5798.61			
MAY-2011	30580186	11-MAY-11	T/A COMM SERVIC	(2.39)	0.00	0.00	(2.39)				
	30582424	11-MAY-11	Duplicate Commi	(25.54)	0.00	0.00	(25.54)				
	30586430	11-MAY-11	Duplicate CSA/I	(19.40)	0.00	0.00	(19.40)				
	26192738	22-MAY-11	WYNREWARDS 5%	108.38	0.00	27.82	136.20				
	TA0213656	27-MAY-11	T/A COMMISSIONS	18.44	0.00	4.75	23.19				
	TC0213656	27-MAY-11	T/A COMM SERVIC	4.70	0.00	1.16	5.86				
	TM0213656	27-MAY-11	MEMBER BENEFIT	35.68	0.00	9.06	44.74				
	TV0213656	27-MAY-11	GOVERNMENT FEES	2.03	0.00	0.50	2.53				

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Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2011	1213656	27-MAY-11	GDS & INTERNET		44.75	0.00	11.33	56.08
	41805444	31-MAY-11	Actual-1000A-RO		2549.45	0.00	643.14	3192.59
	41788309	31-MAY-11	5715A-HughesNet		160.00	8.00	42.30	210.30
	41801369	31-MAY-11	Actual-1215A-AD		1529.67	0.00	385.89	1915.56
	41787506	31-MAY-11	5096A-SOFTHOTEL		264.52	13.23	70.06	347.81
			Sub Total		4670.29	21.23	1196.01	5887.53
JUN-2011	26196697	22-JUN-11	WYNREWARDS 5%		169.92	0.00	40.92	210.84
	26197632	22-JUN-11	WYNREWARDS CRDT		(35.99)	0.00	0.00	(35.99)
	1220840	27-JUN-11	GDS & INTERNET		62.30	0.00	14.87	77.17
	TC0220840	27-JUN-11	T/A COMM SERVIC		4.05	0.00	0.94	4.99
	TM0220840	27-JUN-11	MEMBER BENEFIT		25.92	0.00	6.18	32.10
	TA0220840	27-JUN-11	T/A COMMISSIONS		26.28	0.00	6.27	32.55
	41832862	30-JUN-11	Actual-1000A-RO		2635.66	0.00	624.61	3260.27
	41813271	30-JUN-11	5715A-HughesNet		160.00	8.00	39.78	207.78
	41814204	30-JUN-11	5096A-SOFTHOTEL		264.52	13.23	65.89	343.64
	41830407	30-JUN-11	Actual-1215A-AD		1581.39	0.00	374.77	1956.16
			Sub Total		4894.05	21.23	1174.23	6089.51
JUL-2011	TM0227383	10-JUL-11	MEMBER BENEFIT		14.96	0.00	3.39	18.35
	1227383	10-JUL-11	GDS & INTERNET		26.75	0.00	6.08	32.83
	30603573	18-JUL-11	Q/A REINSPECTIO		1700.00	0.00	387.60	2087.60
	26201295	22-JUL-11	WYNREWARDS 5%		352.44	0.00	79.65	432.09
	41849949	31-JUL-11	5715A-HughesNet		160.00	8.00	37.18	205.18
	41865191	31-JUL-11	Actual-1215A-AD		2133.27	0.00	481.89	2615.16
	41867681	31-JUL-11	Actual-1000A-RO		3555.45	0.00	803.12	4358.57
	41849276	31-JUL-11	5096A-SOFTHOTEL		264.52	13.23	61.58	339.33
			Sub Total		8207.39	21.23	1860.49	10089.11
AUG-2011	26205293	22-AUG-11	WYNREWARDS 5%		374.93	0.00	78.90	453.83

Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
SEP-2011	TA0233302	27-AUG-11	T/A COMMISSIONS		72.27	0.00	15.02	87.29
	TC0233302	27-AUG-11	T/A COMM SERVIC		12.05	0.00	2.52	14.57
	TR0233302	27-AUG-11	TMC / CONSORTIA		6.31	0.00	1.44	8.25
	TV0233302	27-AUG-11	GOVERNMENT FEES		7.75	0.00	1.62	9.37
	TM0233302	27-AUG-11	MEMBER BENEFIT		71.18	0.00	14.79	85.97
	1233302	27-AUG-11	GDS & INTERNET		191.85	0.00	39.88	231.73
	41879931	31-AUG-11	5715A-HughesNet		160.00	8.00	34.58	202.58
	41882690	31-AUG-11	5096A-SOFTHOTEL		264.52	13.23	57.27	335.02
	41898523	31-AUG-11	Actual-1215A-AD		1543.41	0.00	331.79	1875.20
	41898176	31-AUG-11	Actual-1000A-RO		2572.35	0.00	553.01	3125.36
			Sub Total		5277.12	21.23	1130.82	6429.17
	30620008	15-SEP-11	SUPER8 TRAINING		150.00	7.50	31.24	188.74
	26207077	22-SEP-11	WYNREWARDS 5%		315.85	0.00	61.63	377.48
	30629120	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	106.89	1105.89
OCT-2011	1240807	29-SEP-11	GDS & INTERNET		37.65	0.00	7.17	44.82
	TC0240807	29-SEP-11	T/A COMM SERVIC		2.16	0.00	0.38	2.54
	TM0240807	29-SEP-11	MEMBER BENEFIT		19.43	0.00	3.71	23.14
	TA0240807	29-SEP-11	T/A COMMISSIONS		5.61	0.00	1.08	6.69
	41925883	30-SEP-11	Actual-1215A-AD		978.78	0.00	187.03	1165.81
	41913992	30-SEP-11	5715A-HughesNet		160.00	8.00	32.06	200.06
	41915752	30-SEP-11	5096A-SOFTHOTEL		264.52	13.23	53.10	330.85
	41925412	30-SEP-11	Actual-1000A-RO		1631.30	0.00	311.75	1943.05
			Sub Total		4564.30	28.73	796.04	5389.07
	30637066	11-OCT-11	Q/A REINSPECTIO		1700.00	0.00	315.35	2015.35

26210443	22-OCT-11	WYNREWARDS 5%	105.16	0.00	18.93	124.09
1248346	27-OCT-11	GDS & INTERNET	4.95	0.00	0.89	5.84
41964800	31-OCT-11	Actual-1215A-AD	1092.42	0.00	192.11	1284.53
41937996	31-OCT-11	5715A-HughesNet	160.00	8.00	29.46	197.46
41937773	31-OCT-11	5096A-SOFTHOTEL	277.75	13.89	51.17	342.81
41962574	31-OCT-11	Actual-1000A-RO	1820.70	0.00	320.17	2140.87

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Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
 As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2011	26214356	22-NOV-11	WYNREWARDS 5%					
	41970657	30-NOV-11	5096A-SOFTHOTEL		71.82	0.00	11.80	83.62
	41990283	30-NOV-11	Actual-1215A-AD		277.75	13.89	46.79	338.43
	41988820	30-NOV-11	Actual-1000A-RO		1060.23	0.00	170.43	1230.71
	41970413	30-NOV-11	5715A-HughesNet		1767.05	0.00	284.20	2051.25
					160.00	8.00	26.94	194.94
			Sub Total		5160.98	21.89	928.08	6110.95
DEC-2011	26218311	22-DEC-11	WYNREWARDS 5%					
	42027431	31-DEC-11	Actual-1000A-RO		97.20	0.00	14.56	111.76
	42008089	31-DEC-11	5096A-SOFTHOTEL		1871.25	0.00	271.31	2142.56
	42027369	31-DEC-11	Actual-1215A-AD		277.75	13.89	42.27	333.91
	42008209	31-DEC-11	5715A-HughesNet		1122.75	0.00	162.78	1285.53
					160.00	8.00	24.34	192.34
			Sub Total		3336.85	21.89	540.21	3898.95

		Sub Total		3528.95	21.89	515.26	4066.10
		WYNREWARDS 5%					
JAN-2012	26219135	22-JAN-12	Actual-1215A-AD	73.90	0.00	9.93	83.83
	42054259	31-JAN-12	Actual-1000A-RO	880.02	0.00	113.96	993.98
	42053501	31-JAN-12	5096A-SOFTHOTEL	1466.70	0.00	189.92	1656.62
	42040687	31-JAN-12	5715A-HughesNet	277.75	13.89	37.75	329.39
	42041503			160.00	8.00	21.74	189.74
		Sub Total		2858.37	21.89	373.30	3253.56
		WYNREWARDS 5%					
FEB-2012	26222770	22-FEB-12	5715A-HughesNet	179.26	0.00	21.25	200.51
	42072733	29-FEB-12	5096A-SOFTHOTEL	160.00	8.00	19.30	187.30
	42070673	29-FEB-12	Actual-1215A-AD	277.75	13.89	33.52	325.16
	42085385			874.47	0.00	100.56	975.03

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Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE,NORFOLK,VA,23518-2441,US
As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42086889	29-FEB-12	Actual-1000A-RO		1457.45	0.00	167.60	1625.05
		Sub Total			2948.93	21.89	342.23	3313.05
MAR-2012	30673528	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	10.70	110.70
	26225690	22-MAR-12	WYNREWARDS 5%		123.43	0.00	12.82	136.25

42118817	31-MAR-12	Actual-1000A-RO	2193.46	0.00	217.56	2411.02
42121087	31-MAR-12	Actual-1215A-AD	1316.08	0.00	130.53	1446.61
42100405	31-MAR-12	5096A-SOFTHOTEL	277.75	13.89	29.01	320.65
42100859	31-MAR-12	5715A-HughesNet	160.00	8.00	16.70	184.70
		Sub Total	4170.72	21.89	417.32	4609.93
APR-2012	05-APR-12	Q/A REINSPECTIO	1700.00	0.00	164.90	1864.90
30678859	22-APR-12	WYNREWARDS 5%	144.30	0.00	12.77	157.07
26231055	30-APR-12	Actual-1000A-RO	1984.14	0.00	167.64	2151.78
42144736	30-APR-12	Actual-1215A-AD	1190.49	0.00	100.59	1291.08
42144165	30-APR-12	5715A-HughesNet	160.00	8.00	14.18	182.18
42127912	30-APR-12	5096A-SOFTHOTEL	277.75	13.89	24.63	316.27
42128691		Sub Total	5456.68	21.89	484.71	5963.28
MAY-2012	21-MAY-12	Feb 2012 NT Aud	441.61	0.00	32.66	474.27
30689064	21-MAY-12	Feb 2012 NT Aud	736.01	0.00	54.47	790.48
26232848	22-MAY-12	WYNREWARDS 5%	59.18	0.00	4.36	63.54
42158248	31-MAY-12	5715A-HughesNet	160.00	8.00	11.58	179.58
42157993	31-MAY-12	5096A-SOFTHOTEL	277.75	13.89	20.12	311.76
42182477	31-MAY-12	Actual-1215A-AD	1344.30	0.00	94.36	1438.66
42181158	31-MAY-12	Actual-1000A-RO	2240.51	0.00	157.26	2397.77

Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Sub Total		5259.36	21.89	374.81	5656.06
JUN-2012	26235636	22-JUN-12	WYNREWARDS 5%		289.91	0.00	16.81	306.72
	42209252	30-JUN-12	Actual-1000A-RO		3159.49	0.00	173.84	3333.33
	42211000	30-JUN-12	Actual-1215A-AD		1895.70	0.00	104.30	2000.00
	42193662	30-JUN-12	5715A-HughesNet		160.00	8.00	9.06	177.06
	42192887	30-JUN-12	5096A-SOFTHOTEL		277.75	13.89	15.74	307.38
			Sub Total		5782.85	21.89	319.75	6124.49
JUL-2012	30699399	05-JUL-12	Q/A REINSPECTIO		1700.00	0.00	87.55	1787.55
	26240940	22-JUL-12	WYNREWARDS 5%		318.52	0.00	13.70	332.22
	42227256	30-JUL-12	5096A-SOFTHOTEL		277.75	13.89	11.37	303.01
	42227514	30-JUL-12	5715A-HughesNet		160.00	8.00	6.55	174.55
	42242476	31-JUL-12	Actual-1000A-RO		3069.28	0.00	120.10	3189.38
	42243901	31-JUL-12	Actual-1215A-AD		1841.57	0.00	72.06	1913.63
			Sub Total		7367.12	21.89	311.33	7700.34
AUG-2012	30706259	07-AUG-12	Q/A REINSPECTIO		1700.00	0.00	59.50	1759.50
	26243274	22-AUG-12	WYNREWARDS 5%		402.96	0.00	11.09	414.05
	42274469	31-AUG-12	Actual-1215A-AD		1649.16	0.00	38.12	1687.28
	42255316	31-AUG-12	5096A-SOFTHOTEL		277.75	13.89	6.71	298.35
	42273386	31-AUG-12	Actual-1000A-RO		2748.60	0.00	63.53	2812.13
	42253414	31-AUG-12	5715A-HughesNet		160.00	8.00	3.86	171.86
			Sub Total		6938.47	21.89	182.81	7143.17
SEP-2012	26245925	22-SEP-12	WYNREWARDS CRDT		(58.83)	0.00	0.00	(58.83)
	26247401	22-SEP-12	WYNREWARDS 5%		255.65	0.00	3.07	258.72

Report Date : 19-NOV-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
 Address : 7940 SHORE DRIVE,NORFOLK,VA,23516-2441,US
 As of Date: 19-NOV-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2012	42301072	30-SEP-12	Actual-1000A-RO		1930.92	0.00	15.45	1946.37
	42289557	30-SEP-12	5096A-SOFTHOTEL		277.70	13.59	2.33	293.92
	42302233	30-SEP-12	Actual-1215A-AD		1158.55	0.00	9.27	1167.82
	42288484	30-SEP-12	5715A-HughesNet		160.00	8.00	1.34	169.34
			Sub Total		3723.99	21.89	31.46	3777.34
OCT-2012	30727608	02-OCT-12	SUPER8 TRAINING		150.00	7.50	1.10	158.60
	10642177	11-OCT-12	GUEST SRVCS TRA		160.00	0.00	0.40	160.40
	10642176	11-OCT-12	GUEST SATISFACT		30.00	0.00	0.08	30.08
	26250017	22-OCT-12	WYNREWARDS 5%		478.46	0.00	0.00	478.46
	42316556	31-OCT-12	5715A-HughesNet		160.00	8.00	0.00	168.00
	42335179	31-OCT-12	Accrual-1215A-A	*	1026.63	0.00	0.00	1026.63
	42336643	31-OCT-12	Accrual-1000A-R	*	1711.05	0.00	0.00	1711.05
	42316277	31-OCT-12	5096A-SOFTHOTEL		277.75	13.89	0.00	291.64
			Sub Total		3993.89	29.39	1.58	4024.86
			Grand Total		10898.46	542.65	19563.94	129095.05

Requested By: Jerilyn Marino

* Please note the accruals on your account are estimates.

Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

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Shipment Receipt

Transaction Date: 20 Nov 2012

Tracking Number:

1Z22445X1396060392

1 Address Information

Ship To:
JCC CORPORATION
Mr. Raj Patel
Super 8
7940 Shore Drive
NORFOLK VA 235182441
Telephone:(757) 588-7888

Ship From:
Wyndham Hotel Group - 22 Sylvan
Jenilyn Marino
22 Sylvan Way
Parsippany NJ 07054
Telephone:(973) 753-7253

Return Address:
Wyndham Hotel Group - 22 Sylvan
Jenilyn Marino
22 Sylvan Way
Parsippany NJ 07054
Telephone:(973) 753-7253

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS Next Day Air Saver
Guaranteed By: 3:00 PM Wednesday, Nov 21, 2012
Shipping Fees Subtotal: 21.89 USD
Transportation: 19.20 USD
Fuel Surcharge: 2.69 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	21.89 USD
Negotiated Total:	6.62 USD

Note: Your Invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT G

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph. (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

December 31, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Rajendra Patel
JJC Corporation
7940 Shore Drive
Norfolk, VA 23518

Re: **NOTICE OF TERMINATION** of Franchise Agreement, dated March 16, 1999, (the "Agreement") between JJC Corporation ("you" or "your") and Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we", "our" or "us") for the Super 8® System Unit #3845-87722-02 located in Norfolk, VA (the "Facility")

Dear Mr. Patel:

We write to give you formal notice of the termination of the License granted under the Agreement to operate the Facility as part of the Super 8 System (the "Notice"). This termination is a result of your failure to cure your default under the Agreement, due to your failure to meet your financial obligations. The termination of your Agreement is effective as of date of this Notice (the "Termination Date").

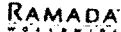
Because the Agreement has terminated, you must now perform your post-termination obligations such as the removal of all items that display or refer to the Super 8 brand at the Facility. The de-identification procedures are specified in the attachment to this Notice. These de-identification procedures must be completed within ten (10) days from the delivery date of this Notice.

You must also immediately pay us the full amount of all Recurring Fees and other charges due under the Agreement through the date you complete the de-identification process. We estimate that, as of December 30, 2012, you owe us \$134,216.99 in Recurring Fees. This amount is described in more detail in the attached itemized statement. Additionally, you must pay us Liquidated Damages of \$148,000.00 as specified in Section 12.1 of the Agreement. You must also pay \$325.00 in de-commission fees for the termination of the Connectivity Equipment Lease and Services Addendum (the "Addendum"). The Addendum has also terminated on the Termination Date.

Please know that, because the Agreement has terminated, you also have lost your right to continue to use the seamless interface version of your property management system. You must now make your own arrangements with the software vendor for a new license to use the property management system. If the Facility has WynGuest system installed, please be advised that due to the termination you will have limited functionality from the system. Should you wish to continue using an independent version of the software and be interested in a minimum continuation agreement of 24 months, please contact Sabre at 877-520-3646, an authorized reseller of the WynGuest product. If your property is planning to migrate to another property management system in less than 24 months, please contact your provider to expedite the installation. If you would like to inquire about the data maintained in the system, please contact Scott Robertson at 506-631-2104 to obtain reporting of that data.

WYNDHAM

HOTEL GROUP



Mr. Rajendra Patel
December 31, 2012
Page Two


If within the ten (10) day period described above, you do not timely remove the exterior signage which bears the Super 8 name and marks, we may exercise our rights under the Agreement and send an independent contractor to the Facility to remove all such signage at and around the Facility. The cost of sign removal will be added to your final invoice from us. If you object to the removal of the signage by our independent contractor, you must notify us within ten (10) days of the date of this Notice.

If you do not timely complete each of these post-termination obligations, we will refer this matter to our legal department to ensure that we recover from you all amounts owed and that all of your post-termination obligations to us are performed.

This Notice does not modify, replace or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility.

If you have any questions regarding your obligations under this Notice, please contact Larry Geer, Senior Director of Settlements, at (973) 753-7131.

Sincerely,


Suzanne Fenimore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: John Valletta
Larry Geer

DE-IDENTIFICATION PROCEDURES

You must complete each of the following within 10 days after the Termination Date:

1. Remove, replace or cover with an opaque cover the primary Facility signage.
2. Remove all interior signage that contains Super 8 Marks.
3. Change advertising billboards to remove Super 8 Marks
4. Stop answering Facility telephone as Super 8 guest lodging facility.
5. Remove Super 8 name and Marks from any domain name, advertising and brochures.
6. Return to us all confidential operations and training manuals.
7. Remove the Super 8 name and Marks from the following items:
 - Stationery, pads and pens
 - Directories and brochures
 - Business cards
 - Folios and registration cards
 - Do-not-disturb cards
 - Comment cards
 - Telephone plates
 - Telephone dialing instructions
 - TV channel ID plates
 - Rate/low cards
 - Door signage
 - Soap/shampoo
 - Key tags
 - Credit card imprinter
 - Laundry bags
 - Name tags/uniforms
 - Ice buckets/trays
 - Ashtrays/matches
 - Plaques
 - Guest checks/receipts
 - Menus
8. Paint over or remove any distinctive Super 8 trade dress, paint schemes or architectural features.
9. It is prohibited to re-name the Facility with a confusingly similar name or color scheme as a Super 8 facility.
10. Our quality assurance inspectors will visit the Facility at any time after 10 days after the Termination Date to verify that you have performed these de-identification obligations.

Report Date : 30-DEC-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YY) : 30-DEC-2012
Customer No : 03845-57722-02-SUP
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Siles
Disputed : No
Finance Charges included: Yes

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03845-57722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 30-DEC-2012

Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	FinanceCharges	Total
SEP-2009								
	26126583	22-SEP-09	WYNREWARDS 5%	0.00	0.00	38.71		38.71
	41120836	30-SEP-09	5066A-DIRECTWAY	0.00	0.00	35.89		35.89
	41120018	30-SEP-09	5033A-HSS SOFTW	0.00	0.00	26.48		26.48
	Sub Total			0.00	0.00	101.08		101.08
OCT-2009								
	26132522	22-OCT-09	WYNREWARDS 5%	0.00	0.00	22.14		22.14
	10419326	22-OCT-09	GUEST SVCS PRO	0.00	0.00	12.78		12.78
	1033173	26-OCT-09	GDS & INTERNET	0.00	0.00	6.01		6.01
	41157203	31-OCT-09	5066A-DIRECTWAY	0.00	0.00	33.53		33.53
	41156491	31-OCT-09	5033A-HSS SOFTW	0.00	0.00	24.73		24.73
	Sub Total			0.00	0.00	99.19		99.19
NOV-2009								
	30354039	12-NOV-09	CPS REACTIVITY	0.00	0.00	42.60		42.60
	26134035	22-NOV-09	WYNREWARDS 5%	0.00	0.00	20.01		20.01
	1045813	22-NOV-09	GDS & INTERNET	0.00	0.00	8.80		8.80
	41189449	30-NOV-09	5066A-DIRECTWAY	0.00	0.00	31.09		31.09
	41190301	30-NOV-09	5033A-HSS SOFTW	0.00	0.00	22.93		22.93
	Sub Total			0.00	0.00	125.43		125.43
DEC-2009								
	26138757	22-DEC-09	WYNREWARDS 5%	0.00	0.00	7.83		7.83
	41224684	31-DEC-09	5033A-HSS SOFTW	0.00	0.00	24.02		24.02
	30383167	31-DEC-09	DEC-09 PRORATE	0.00	0.00	35.19		35.19
	Sub Total			0.00	0.00	67.04		67.04
JAN-2010								
	26140794	22-JAN-10	WYNREWARDS 5%	0.00	0.00	10.86		10.86
	41256063	31-JAN-10	5033A-HSS SOFTW	0.00	0.00	28.21		28.21
	41255496	31-JAN-10	5066A-DIRECTWAY	0.00	0.00	40.61		40.61

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03845-87722-02-SUP
Address : 7540 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 30-DEC-2012

Non-Year Invoice No Invoice Date Description Accrued

Billing Amount Tax FinanceCharges Total

Non-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
FEB-2010	26146431	22-FEB-10	WYREWARDS 5%	0.00	0.00	0.00	0.00	79.68	79.68
	41282019	28-FEB-10	5033A-HSS SOFTW	0.00	0.00	0.00	0.00	26.42	26.42
	41282817	28-FEB-10	5066A-DIRECTWAY	0.00	0.00	0.00	0.00	38.19	38.19
	41310210	28-FEB-10	Actual-1000A-RO	0.00	0.00	0.00	0.00	318.44	318.44
			Sub Total		0.00	0.00	0.00	390.52	390.52

Non-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
MAR-2010	10449377	10-MAR-10	GUEST SATISFACT	0.00	0.00	0.00	0.00	5.73	5.73
	10449322	12-MAR-10	GUEST SVCS TRA	0.00	0.00	0.00	0.00	22.75	22.75
	30410625	22-MAR-10	WYREWARDS 5%	0.00	0.00	0.00	0.00	212.78	212.78
	26147592	31-MAR-10	CRN102747	0.00	0.00	0.00	0.00	9.33	9.33
	30422094	31-MAR-10	5033A-HSS SOFTW	0.00	0.00	0.00	0.00	4.25	4.25
	41328671	31-MAR-10	5066A-DIRECTWAY	0.00	0.00	0.00	0.00	24.67	24.67
	41329789	31-MAR-10		0.00	0.00	0.00	0.00	35.67	35.67
			Sub Total		0.00	0.00	0.00	315.18	315.18

Non-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
APR-2010	30423730	08-APR-10	CRS REACTIVATIO	0.00	0.00	0.00	0.00	42.50	42.50
	26150642	22-APR-10	WYREWARDS 5%	0.00	0.00	0.00	0.00	14.99	14.99
	41374433	30-APR-10	Actual-1215A-RO	44.95	0.00	0.00	0.00	218.86	263.87
	41369999	30-APR-10	5066A-DIRECTWAY	0.00	0.00	0.00	0.00	33.07	33.07
	41366174	30-APR-10	5033A-HSS SOFTW	0.00	0.00	0.00	0.00	22.88	22.88
	41376716	30-APR-10	Actual-1000A-RO	74.59	0.00	0.00	0.00	364.80	439.79
			Sub Total		119.98	0.00	0.00	697.12	817.10

Non-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
MAY-2010	26154342	22-MAY-10	WYREWARDS 5%	0.00	0.00	0.00	0.00	18.09	18.09
	TAD135127	23-MAY-10	T/A COMMISSIONS	0.00	0.00	0.00	0.00	2.26	2.26

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03845-87722-02-SUP
Address : 7930 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date : 30-DEC-2012

Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total	
	115127	23-MAY-10	GDS & INTERNET		0.00	0.00	2.38	2.38	
	41407070	31-MAY-10	Actual-1000A-RO		0.00	0.00	255.61	255.61	
	41409475	31-MAY-10	Actual-1215A-AD		0.00	0.00	207.39	207.39	
	41389073	31-MAY-10	5066A-DIRECTWAY		0.00	0.00	30.55	30.55	
	41389351	31-MAY-10	5033A-HSS SOFTW		0.00	0.00	21.13	21.13	
Sub Total					0.00	0.00	537.40	537.40	
JUN-2010	26158438	22-JUN-10	WYREWARDS 5%		212.26	0.00	35.32	247.58	
	30458581	30-JUN-10	PM SYSTEM HW WR		303.19	0.00	92.15	395.38	
	41434052	30-JUN-10	5066A-DIRECTWAY		160.00	8.00	51.03	219.03	
	41433274	30-JUN-10	5033A-HSS SOFTW		110.68	5.53	30.60	146.81	
	Sub Total					786.13	13.53	209.14	1008.80
JUN-2010	30464414	14-JUN-10	SUPER TRAINING		185.00	9.25	59.01	253.26	
	26160000	22-JUN-10	WYREWARDS 5%		170.89	0.00	49.29	220.18	
	41461056	31-JUN-10	5066A-DIRECTWAY		160.00	6.00	48.43	216.43	
	Sub Total					515.89	17.25	156.73	689.87
	NOV-2010	26175293	22-NOV-10	WYREWARDS 5%		104.44	0.00	36.54	140.98
Sub Total					104.44	0.00	36.54	140.98	
DEC-2010		41624179	31-DEC-10	5715A-HughesNet		160.00	8.00	56.07	224.07
		41626281	31-DEC-10	5066A-SOFTHOTEL		264.52	13.23	92.86	370.61
		41641160	31-DEC-10	Actual-1000A-RO		1612.51	0.00	537.70	2150.21
	41639272	31-DEC-10	Actual-1215A-AD		967.51	0.00	322.65	1290.16	
	Sub Total					104.44	0.00	36.54	140.98

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03615-87722-02-SUP
Address : 7910 SHOPE DRIVE, NORFOLK, VA, 23516-2441, US
As of Date: 30-DEC-2012

Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2011								
	1198440	16-JAN-11	GDS & INTERNET	43.40	0.00	14.48	57.88	
	TC0185440	16-JAN-11	T/A COMM SERVIC	4.14	0.00	1.32	5.46	
	TM0185440	16-JAN-11	MEMBER BENEFIT	23.27	0.00	7.79	31.06	
	TA0185440	16-JAN-11	T/A COMMISSIONS	28.22	0.00	9.45	37.67	
	TV0185440	16-JAN-11	GOVERNMENT FEES	3.88	0.00	1.31	5.19	
	2619727	22-JAN-11	WINREWARDS \$8	117.67	0.00	39.00	156.67	
	41677196	31-JAN-11	Actual-1000A-RO	1661.18	0.00	541.70	2202.88	
	41678950	31-JAN-11	Actual-1215A-AD	996.71	0.00	325.01	1321.72	
	41658336	31-JAN-11	5036A-SOFTHOTEL	264.52	13.23	90.92	368.67	
	41659065	31-JAN-11	5715A-HughesNet	160.00	8.00	54.95	222.89	
			Sub Total		3004.54	21.23	1009.26	4035.05
FEB-2011								
	10323027	09-FEB-11	GUEST SRVS TRA	160.00	0.00	51.60	211.60	
	10523026	09-FEB-11	GUEST SATISFACT	86.98	0.00	28.02	114.91	
	TH0194422	20-FEB-11	MEMBER BENEFIT	4.16	0.00	1.25	5.41	
	1194422	20-FEB-11	GDS & INTERNET	14.80	0.00	4.68	19.48	
	TC0194422	20-FEB-11	T/A COMM SERVIC	4.13	0.00	1.25	5.38	
	TA0194422	20-FEB-11	T/A COMMISSIONS	31.66	0.00	9.95	41.65	
	26183067	22-FEB-11	WINREWARDS \$8	145.66	0.00	46.01	191.67	
	41706260	28-FEB-11	Actual-1000A-RO	2417.20	0.00	756.77	3173.97	
	41682844	28-FEB-11	5715A-HughesNet	160.00	8.00	52.54	220.54	
	41693108	28-FEB-11	5036A-SOFTHOTEL	264.52	13.23	87.02	364.77	
	41704501	28-FEB-11	Actual-1215A-AD	1450.32	0.00	453.99	1904.31	
			Sub Total		4739.35	21.23	1493.13	6253.69
MAR-2011								
	1201513	13-MAR-11	GDS & INTERNET	83.20	0.00	25.40	108.60	
	TC0201513	13-MAR-11	T/A COMM SERVIC	2.68	0.00	0.80	3.48	
	TM0201513	13-MAR-11	MEMBER BENEFIT	8.32	0.00	2.51	10.83	

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 30-DEC-2012

Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2011	30564217	08-APR-11	LIMITED AUDIT		500.00	0.00	146.75	646.75
	26189177	22-APR-11	WYNREWARDS 5%		142.93	0.00	40.97	183.90
	26191546	22-APR-11	WYNREWARDS CROT		(92.26)	0.00	0.00	(92.26)
	26185424	22-APR-11	WYNREWARDS CREDIT		(17.80)	0.00	0.00	(17.80)
	TR0207556	27-APR-11	TNC / CONSORTIA		15.72	0.00	4.46	20.18
	TW0207556	27-APR-11	GOVERNMENT FEES		11.01	0.00	3.15	14.16
	TM0207556	27-APR-11	MEMBER BENEFIT		10.16	0.00	2.90	13.06
	TC0207556	27-APR-11	T/A COMM SERVIC		7.81	0.00	2.22	10.03
	1207596	27-APR-11	GDS & INTERNET		59.00	0.00	28.11	127.11
	FA0207596	27-APR-11	T/A COMMISSIONS		98.52	0.00	25.13	123.65
MAY-2011	41755673	30-APR-11	5715A-HughesNet		160.00	8.00	47.42	215.42
	41771544	30-APR-11	Actual-1000A-RO		2084.82	0.00	588.90	2673.72
	41755341	30-APR-11	5096A-SOFTHOTEL		264.52	13.23	78.54	356.29
	41773230	30-APR-11	Actual-1215A-AD		1250.85	0.00	353.37	1604.26
	Sub Total				4525.32	21.23	1321.92	5868.47
	30560156	11-MAY-11	T/A COMM SERVIC		(2.39)	0.00	0.00	(2.39)
	30582424	11-MAY-11	Duplicate Commi		(25.54)	0.00	0.00	(25.54)
	30586430	11-MAY-11	Duplicate GSA/I		(19.44)	0.00	0.00	(19.44)
	26192738	22-MAY-11	WYNREWARDS 5%		108.38	0.00	29.45	137.83
	TA0213656	27-MAY-11	T/A COMMISSIONS		18.44	0.00	5.03	23.47
TC0213656	27-MAY-11	T/A COMM SERVIC		4.70	0.00	1.23	5.93	
TW0213656	27-MAY-11	MEMBER BENEFIT		35.68	0.00	9.60	45.28	
TV0213656	27-MAY-11	GOVERNMENT FEES		2.03	0.00	0.53	2.56	

Case 2:14-cv-00961-WHW-CLW Document 1 Filed 02/14/14 Page 123 of 129 PageID:

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
SEP-2011									
	30620008	15-SEP-11	SUPERB TRAINING		150.00	7.50		33.60	191.10
	26207077	22-SEP-11	WYNREWARDS 5*		315.85	0.00		66.37	382.22
	30625120	28-SEP-11	GLOBAL CONFERENCE		999.00	0.00		121.88	1120.88
	1240807	29-SEP-11	GDS & INTERNET		37.65	0.00		7.73	45.38
	TH0240807	29-SEP-11	T/A COMA SERVIC		2.16	0.00		0.41	2.57
	TH0240807	29-SEP-11	MEMBER BENEFIT		19.43	0.00		4.00	23.43
	TA0240807	29-SEP-11	T/A COMMISSIONS		5.61	0.00		1.16	6.77
	41925883	30-SEP-11	Actual-1215A-AD		978.76	0.00		201.71	1180.49
	41915992	30-SEP-11	5715A-HughesNet		160.00	8.00		34.58	202.58
	41915752	30-SEP-11	5096A-SOFTHOTEL		264.52	13.23		57.27	335.02
	41925412	30-SEP-11	Actual-1000A-RO		1631.30	0.00		336.22	1967.52
			Sub Total		4564.30	28.73		864.93	5457.96
OCT-2011									
	30637066	11-OCT-11	Q/A REINSPECTIO		1700.00	0.00		340.85	2040.85
	26210441	22-OCT-11	WYNREWARDS 5*		105.16	0.00		20.51	125.67
	1248346	27-OCT-11	GDS & INTERNET		4.95	0.00		0.96	5.91
	41964800	31-OCT-11	Actual-1215A-AD		1092.42	0.00		208.50	1300.92
	41937995	31-OCT-11	5715A-HughesNet		160.00	8.00		31.96	199.98
	41937773	31-OCT-11	5096A-SOFTHOTEL		277.75	13.89		55.54	347.16
	41962574	31-OCT-11	Actual-1000A-RO		1820.70	0.00		347.48	2168.18

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03845-67722-02-SUP
Address : 7840 SHORE DRIVE, NORFOLK, VA, 23516-2441, US
As of Date: 30-DEC-2012

Non Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2011								
	26214356	22-NOV-11	WYREWARDS 5%		71.82	0.00	12.88	84.70
	41970657	30-NOV-11	5096A-SOFTHOTEL		277.75	13.89	51.16	342.80
	41950283	30-NOV-11	Actual-1215A-AD		1060.23	0.00	186.38	1246.61
	41988820	30-NOV-11	Actual-1000A-RO		1767.05	0.00	310.71	2077.76
	41970413	30-NOV-11	5715A-HughesNet		160.00	8.00	29.46	197.46
			Sub Total		5160.98	21.89	1005.82	6188.69
DEC-2011								
	26218311	22-DEC-11	WYREWARDS 5%		97.20	0.00	16.02	113.22
	42027431	31-DEC-11	Actual-1000A-RO		1871.25	0.00	259.38	2170.63
	42005089	31-DEC-11	5096A-SOFTHOTEL		277.75	13.89	46.64	338.28
	42027369	31-DEC-11	Actual-1215A-AD		1122.75	0.00	179.62	1302.37
	42009209	31-DEC-11	5715A-HughesNet		160.00	8.00	26.86	194.86
			Sub Total		3336.85	21.89	590.59	3949.33
JAN-2012								
	26219135	22-JAN-12	WYREWARDS 5%		73.90	0.00	11.04	84.94
	42053501	31-JAN-12	Actual-1000A-RO		1466.70	0.00	211.92	1678.62
	42054239	31-JAN-12	Actual-1215A-AD		890.02	0.00	127.15	1007.16
	42040637	31-JAN-12	5096A-SOFTHOTEL		277.75	13.89	42.12	333.76
	42041503	31-JAN-12	5715A-HughesNet		160.00	8.00	24.26	192.26
			Sub Total		3528.95	21.89	568.52	4119.36
FEB-2012								
	26222770	22-FEB-12	WYREWARDS 5%		179.26	0.00	23.94	203.20
	42070673	29-FEB-12	5096A-SOFTHOTEL		277.75	13.89	37.39	329.53
	42072733	29-FEB-12	5715A-HughesNet		160.00	8.00	21.82	189.82
	42086989	29-FEB-12	Actual-1000A-RO		1457.45	0.00	189.46	1646.91
			Sub Total		2856.37	21.89	416.50	3296.76

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 30-DEC-2012

Mo/Yr	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2012								
	42085385	29-FEB-12	Actual-1215A-AD		874.47	0.00	113.68	988.15
			Sub Total		2948.93	21.89	386.79	3357.61
APR-2012								
	30673528	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	12.20	112.20
	26225690	22-MAR-12	WYNREWARDS 5%		123.43	0.00	14.67	138.10
	42121087	31-MAR-12	Actual-1215A-AD		1316.08	0.00	150.27	1466.35
	42118817	31-MAR-12	Actual-1000A-RO		2193.46	0.00	250.46	2443.92
	42100405	31-MAR-12	5096A-SOFTHOTEL		277.75	13.89	33.38	325.02
	42100859	31-MAR-12	5715A-HughesNet		160.00	8.00	19.22	187.22
			Sub Total		4170.72	21.89	480.20	4672.81
MAY-2012								
	30673855	05-APR-12	Q/A REINSPECTIO		1700.00	0.00	190.40	1890.40
	26231055	22-APR-12	WYNREWARDS 5%		144.30	0.00	14.93	159.23
	42144736	30-APR-12	Actual-1000A-RO		1984.14	0.00	197.40	2181.54
	42144165	30-APR-12	Actual-1215A-AD		1190.49	0.00	118.45	1308.94
	42127512	30-APR-12	5715A-HughesNet		160.00	8.00	16.70	184.70
	42128691	30-APR-12	5096A-SOFTHOTEL		277.75	13.89	29.00	320.64
			Sub Total		5456.66	21.89	566.88	6045.45
MAY-2012								
	30659064	21-MAY-12	FEB 2012 NT Aud		736.01	0.00	65.51	801.52
	30689149	21-MAY-12	FEB 2012 NT Aud		441.61	0.00	39.28	480.89
	26232845	22-MAY-12	WYNREWARDS 5%		59.16	0.00	5.25	64.43
	42162477	31-MAY-12	Actual-1215A-AD		1344.30	0.00	114.32	1458.62
	42181159	31-MAY-12	Actual-1000A-RO		2240.51	0.00	190.87	2431.38
	42157953	31-MAY-12	5096A-SOFTHOTEL		277.75	13.89	24.49	316.13
	42159248	31-MAY-12	5715A-HughesNet		160.00	8.00	14.10	182.10

ITEMIZED STATEMENT

Report Date : 30-DEC-12

Customer No : 03645 87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date: 30-DEC-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2012								
	26235636	22-JUN-12	WYNREWARDS 5%		289.91	0.00	21.16	311.07
	42209252	30-JUN-12	Actual-1000A-RO		3159.49	0.00	221.23	3380.72
	42192887	30-JUN-12	5096A-SOFTHOTEL		277.75	13.89	20.11	311.75
	42193662	30-JUN-12	5715A-HughesNet		160.00	8.00	11.58	179.58
	42211000	30-JUN-12	Actual-1215A-AD		1895.70	0.00	132.74	2028.44
			Sub Total		5259.36	21.89	454.02	5735.27
JUL-2012								
	30659399	05-JUL-12	O/A REINSPECTIO		1700.00	0.00	113.05	1813.05
	26240940	22-JUL-12	WYNREWARDS 5%		318.52	0.00	18.48	337.00
	42227514	30-JUL-12	5715A-HughesNet		160.00	8.00	9.07	177.07
	42227256	30-JUL-12	5096A-SOFTHOTEL		277.75	13.89	15.74	307.38
	42243901	31-JUL-12	Actual-1215A-AD		1841.57	0.00	99.68	1941.25
	42242476	31-JUL-12	Actual-1000A-RO		3069.28	0.00	166.14	3235.42
			Sub Total		5782.85	21.89	406.82	6211.56
AUG-2012								
	30706259	07-AUG-12	O/A REINSPECTIO		1700.00	0.00	95.00	1785.00
	26243274	22-AUG-12	WYNREWARDS 5%		402.96	0.00	17.13	420.09
	42255316	31-AUG-12	5096A-SOFTHOTEL		277.75	13.89	11.05	302.72
	42255414	31-AUG-12	5715A-HughesNet		160.00	8.00	6.35	174.38
	42271356	31-AUG-12	Actual-1000A-RO		2748.60	0.00	104.76	2853.36
	42274469	31-AUG-12	Actual-1215A-AD		1649.16	0.00	62.86	1712.02
			Sub Total		7367.12	21.89	422.16	7811.17
SEP-2012								
	26247401	22-SEP-12	WYNREWARDS 5%		255.65	0.00	6.90	262.55
	26245925	22-SEP-12	WYNREWARDS CREDIT		(56.83)	0.00	0.00	(56.83)
			Sub Total		69.82	0.00	6.90	7247.57

Report Date : 30-DEC-12

ITEMIZED STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23518-2441, US
As of Date : 30-DEC-2012

Month Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	42302233	30-SEP-12	Actual-1215A-AD		1159.55	0.00	26.65	1185.20
	42268484	30-SEP-12	5715A-HughesNet		160.00	8.00	3.86	171.86
	42301072	30-SEP-12	Actual-1000A-RO		1930.92	0.00	44.41	1975.33
	42289557	30-SEP-12	5096A-SOFTHOTEL		277.70	13.89	6.70	298.29
	Sub Total				3723.99	21.89	86.52	3834.40

OCT-2012	30727606	02-OCT-12	SUPER8 TRAINING		150.00	7.50	3.46	160.96
	10642177	11-OCT-12	GUEST SRVCS TRA		160.00	0.00	2.80	162.80
	10642176	11-OCT-12	GUEST SATISFACT		30.00	0.00	0.53	30.53
	26250017	22-OCT-12	WYNREWARDS 5%		478.46	0.00	5.74	484.20
	42316556	31-OCT-12	5715A-HughesNet		160.00	8.00	1.26	169.26
	42316277	31-OCT-12	5096A-SOFTHOTEL		277.75	13.89	2.19	293.83
	42335179	31-OCT-12	Actual-1215A-A		1026.63	0.00	7.70	1034.33
	42336643	31-OCT-12	Actual-1000A-E		1711.05	0.00	12.83	1723.88
	Sub Total				3993.89	29.39	36.51	4059.79

NOV-2012	26254002	22-NOV-12	WYNREWARDS 5%		407.59	0.00	0.00	407.59
	42362884	30-NOV-12	Actual-1000A-R		1493.05	0.00	0.00	1493.05
	42364017	30-NOV-12	Actual-1215A-A		855.83	0.00	0.00	855.83
	42351455	30-NOV-12	5096A-SOFTHOTEL		277.75	13.89	0.00	291.64
	42350927	30-NOV-12	5715A-HughesNet		160.00	8.00	0.00	168.00
	Sub Total				3234.22	21.89	0.00	3256.11

DEC-2012	26257841	22-DEC-12	WYNREWARDS 5%		251.35	0.00	0.00	251.35
	Sub Total				251.35	0.00	0.00	251.35

INVESTIGATIVE STATEMENT

Customer No : 03845-87722-02-SUP
Address : 7940 SHORE DRIVE, NORFOLK, VA, 23516-2441, US
As of Date: 30-DEC-2012

Non-Year	Invoice No	Invoice Date	Description	Account	Billing	Amount Tax	FinanceCharges	Total
			Grand Total		112476.03	568.54	2181.42	114219.99

Requested By: Karyelle Barrino

* Please note the accruals on your account are estimates. Make sure to promptly submit your actual gross room revenue and rooms sold.

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END OF REPORT
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